MICROFILM

START OF ROLL

ROLL NO.

43

RECEIVED
DEC 1 1947
FOR FILING

F1-7-3:96-2, 53-5

2748

November 28, 1947

General Casualty Company of America
Mansfield & Co., Agent
302 Lewis Building
Portland 4, Oregon

Gentlemen:

This letter is to inform you that there has today been filed in the office of the State Highway Commission the informal notice of the claim of The United Contracting Company for paving work in connection with J. F. Johnston's contract for the construction of the Pudding River Bridge. This claim is in the amount of $9,420.65.

This information is given you inasmuch as the General Casualty Company of America appears on surety on the bond furnished by Mr. Johnston in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

cc - J. F. Johnston
Route 1, Box 246
Sherwood, Oregon

P. S. - Final payment in connection with this work has not been made.

H.B.G.

NOTED ON CARD
11-25-47

Note:
A copy of the above letter was mailed to the General Casualty Company of America, General Insurance Bldg., Seattle 5, Wash., on Dec. 1, 1947.
gl

November 28, 1947

The United Contracting Company
P. O. Box 5075
Portland 13, Oregon

Attention: Mr. R. M. Cutting
Asst. Secy-Treas.

Dear Mr. Cutting:

This acknowledges receipt of your letter of November 20 advising the State Highway Commission of your claim against J. F. Johnston for paving on his contract with the State Highway Commission for the construction of the Pudding River Bridge, said claim being in the amount of $9,420.65.

We believe that the best procedure for you to follow is to file your claim with the Secretary of State in conformity with the provisions of the law covering public contracts and employment thereunder, a mimeographed copy of which is enclosed.

Nevertheless, we are making a record of your claim in our file for this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo
Enc.

P. S. - Final payment in connection with this work has not been made.

H.B.G.

NOTED ON CARD

11-25-47

THE UNITED CONTRACTING COMPANY

GENERAL CONTRACTORS
PORTLAND 4, OREGON

NEW ADDRESS
P. O. BOX 5075
PORTLAND 13, OREGON

November 20th 1947

Oregon State Highway Commission
Salem, Oregon.

Gentlemen: Attention: Mr. H. B. Glazier,
Secretary

Please be advised that we have an account against J. F. Johnston for paving on the Pudding River Bridge Contract he has with the State of Oregon. This work was done in June and July of this year and the unpaid account amounts to $9420.65.

It is our understanding that final estimate has not been made up for this contract and it is not our intention or desire to embarrass Mr. Johnston in any way, but felt that our account should be made known to your office as a matter of record.

Yours very truly,

THE UNITED CONTRACTING COMPANY

R. M. Cutting
Asst. Secy-Treas.

RMC.B

NOTED ON CARD
11-28-47 gl

NOTE TO STATE Lueck cc Curtis 11/28

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
NOV 28 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 17 1947
FOR FILING

FI 7-3
96-2
53-5

November 14, 1947

Mr. J. F. Johnston
Rte. 1, Box 246
Sherwood
Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 31 days, from September 30 to October 31, 1947, within which to complete your contract No. 2748 for Pudding River Section of the Pacific Highway East, in Clackamas and Marion Counties.

The Commission granted your request for the above extension of time but with penalty attached for all engineering expense incurred by the State subsequent to July 31,1947. This action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton

NOTED ON CARD
11-14-47 Z.G.

RECEIVED
NOV 14 1947
FOR FILING

EL-7-3 96-2
53-5

Salem, Oregon
November 13, 1947

Indexed
Alphabetically

Rutledge, E F.

Mr. A. G. Skelton

Mr. E. F. Rutledge called at this office again November 12, stating that damages to his property at the north end of the Pudding River Bridge at Aurora have not been repaired. Mr. Rutledge states that his fence was torn down and not replaced and that his roadway has not been properly constructed.

He advised me that you called on him at Aurora and that neither the contractor or the other parties took any action to correct the conditions of which he complains. Will you please make a full report on this advising whether or not there is any obligation on the part of either the contractor or the State to correct the conditions he mentions. In order to clear this matter we will have to definitely advise him that we will take further action to correct the conditions or advise him that neither the State nor the contractor has any further obligation.

W. C. Williams

WCW/ds
cc - C. S. Paxson
H. G. Smith

Files

RECEIVED
OCT 21 1947
FOR FILING

FI-7-3
96-2
53-5-
#2748

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 20, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Herewith application for a third extension of time from J. F. Johnston for the completion of the Pudding River Bridge at Aurora. This work is now complete with the exception of cleaning up the site. I have recommended, however, that the contractor be required to reimburse the State for engineering expenses incurred during this extension. This recommendation has the concurrence of the Public Roads Administration, which is attached.

Very truly yours,

G. S. Paxson
Bridge Engineer

Attached
GSP GM
cc W. A. Reeves

RECEIVED
SEP 22 1947
FOR FILING

FI 7-3, 96-2, 33-S

2748

September 19, 1947

General Insurance Companies of America
Oregon Service Office
601 Board of Trade Building
Portland 4, Oregon

Attention: G. H. Burnett

Gentlemen:

This is in reply to your letter of September 11, in which you inquired if the amounts as stated by Mr. J. F. Johnston in a financial statement to you are correct.

Your letter states that Mr. Johnston, as of July 10, showed as an account receivable from the state the sum of $28,236.45 in current estimates and a retainage withheld by the state in an amount of $10,563.35, a total of $38,800.00.

We can not check exactly the amounts shown by Mr. Johnston as the estimate periods for the only contract he has with us, No. 2748 for the Pudding River Bridge in Aurora, are made on the 15th of the month. According to our records the estimate on June 15 showed that he had $2,370.50 payable to him. On July 15 the amount payable was $12,359.50 for a total of $14,730.00. The retained amount as of July 15 is $10,563.53. Since that time estimates for August 15 for $8,639.00 and for September 15 for $982.10 have been vouchered for payment.

The last two items are information in addition to what you ask for in your letter but we thought that they might be of assistance to you.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

BEGEINE

Mr. Glasgow

28,236.45
24,293.53
2,942.92

10,563.53
2,370.50
12,934.03
12,359.50
25,293.53

14,730.00

Tom Taylock

Floyd Query

~~Don Taylor~~

J. F. Johnston
Contract 2748

Date of Est.	Voucher	amount	Date warrant issued	Warr #
1-15-47	1041	$ 10,729.43	2/4	304771
2-15	3339	8,704.60	3/14	305133
3-15	4455	4,477.00	4/2	306179
4-15	6338	11,250.40	5/2	~~306179~~ 307879
5-15	8125	1,750.00	6/5	309647
6-15	10369	2,370.50	7/17	311661
7-15	11193	12,359.50 *	7/30	312477
		$ 51,586.43		
8-15	13273	8639.00	9/9	
9-15	——	982.10	——	

amount retained
6-~~15~~ est. $10,563.53
7-~~15~~ est same
8-15 est same

Don,

Can you give us the above dope?

Q

Mr. Glaisyer:

To present the facts & avoid disputing anyones word, I believe that a copy of the above will give the ins Co. a clear picture of what Johnston has coming — on July 10 or latter.

Q

The retained % of $10,563.55 is correct.

10,563.55 is to be on retainage.

Vouchers -	Jan	10411	4,719.
	Feb	2939	8704.
	Mar	4455	4422.
	Apr	6338	11,250.
	May	8125	1750
	June	10369	2371
	July	11193	12359.

above list to Jay Lew to get dates warrants issued

9-15

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES—SEATTLE, WASHINGTON

H. K. DENT
PRESIDENT

OREGON SERVICE OFFICE
601 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

September 11, 1947

Contract I 748
Bx job not finalled

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Re: J. F. Johnston

I have financial statement of the above contractor dated July 10, 1947 in which he shows as account receivable from the state of Oregon, the sum of $28,236.45 current estimates at that time, and retainage withheld amounting to $10,563.55, or a total of $38,800.00. I presume this is due on his contract for the bridge at Aurora, Oregon.

For the purpose of verification, will you kindly advise if these amounts were correct as of that date (July 10, 1947). Thanking you for this and past favors I am,

Very truly yours,

G. H. Burnett

G. H. Burnett
SURETY DEPARTMENT
jl

REFERRED TO
SECRETARY
Please check facts
for reply

RECEIVED
SEP 12 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 17 1947
FOR FILING

Cross Referenced to
Const.
Cond. Complaints

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

F1-7-3, 96-2, 53-5

#2748

Portland, Oregon
September 12, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

L

Dear Sir:

You recently sent me a copy of a letter written to Mr. E. F. Rutledge of Aurora, Oregon, and asked that I check with Mr. Rutledge concerning the complaint he has about the condition he was left in by the construction of the north approach fill to the Pudding River Bridge near Aurora.

Mr. Rutledge's complaint is about the condition of our slopes, and also the condition his approach road now is in. I have discussed these items with Mr. Dean, and they will be taken care of when the contractor completes his work on the fill approach.

Yours very truly,

NOTED
W. C. WILLIAMS

A. G. SKELTON
Division Engineer

AGS:w
cc: A. B. Dean

RECEIVED
SEP 2 1947
FOR FILING

August 29, 1947

Mr. E. E. Rutledge
Aurora
Oregon

Dear Sir:

I have been advised of your call at this office today at which time you stated that you are not satisfied with the condition in which your property was left after construction of the new bridge and approaches at Aurora.

I am asking Mr. A. G. Skelton, Division Engineer at Portland, to arrange to meet you at the bridge site and look the situation over. Mr. Skelton will call you and make arrangements for an appointment as soon as he can find time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

cc - A. G. Skelton
H. G. Smith

Mr. Skelton - Please call Mr. Rutledge, telephone Canby 8406, and arrange to meet with him. Check with A. E. Dean first as he is familiar with Mr. Rutledge's complaint.

August 29

Mr. Baldock:

Mr. E. E. Rutledge, Aurora, Oregon (telephone 8406 Canby) called at the office during your absence this morning. He is not satisfied with the condition in which his property at the end of the bridge was left following construction. He wishes to have someone stop there to see him about it and would like to know in advance so he can be there.

N. L.

REFERRED TO
W. Warner
By Chief Engineer

Please handle this. Will be to see Rutledge and tell him when you or someone you may designate may be there.

RECEIVED
SEP 12 1947
FOR FILING

EI-7-3,96-2,53-5

#2748

September 10,1947

Mr. J. F. Johnston
300 Sheridan St.
Newberg
Oregon

Dear Sir:

The State Highway Commission, at its meeting on August 26, 1947, had under discussion your request for an extension of time of sixty days, from July 31 to September 30, 1947, within which to complete your contract No. 2748 for the Pudding River Section of the Pacific Highway East, in Clackamas and Marion Counties.

I am pleased to inform you that the Commission granted you the extension of time requested subject, however, to the condition that you will be charged for all engineering costs incurred by the state in connection with your job subsequent to July 31, 1947, which is the date to which the Commission previously extended your time limit without penalty.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: A. G. Shelton,
Division Engineer

NOTED ON CARD

9-11-47 gl

RECEIVED
SEP 2 1947
FOR FILING
FI 7-3.96-2 53-5

August 28, 1947

REFERRED TO
Geier
BY SECRETARY

Portland Wire & Iron Works
1644 S. E. Seventeenth Avenue
Portland 2, Oregon

Attention: Mr. C. A. Lomax

NOTED
F. QUERY

Dear Mr. Lomax:

Reply is made to your letter of August 21 concerning your claim against J. F. Johnston arising out of his contract with the State Highway Commission for the construction of the Pudding River Bridge on the Pacific Highway East at Aurora.

The contract to which you refer is State Highway contract No. 2748. The work in connection therewith has not been completed nor accepted by the State Highway Commission.

In connection with this job, Mr. Johnston was required to furnish a surety bond to guarantee satisfactory completion of the project and payment of all claims incident thereto. This bond was written by the General Casualty Company of America, for whom Mansfield & Co. in Portland is the local agent.

This bond can be held responsible and liable for claims for a period of six months following completion of the job and acceptance of it by the Highway Commission. The period is extended indefinitely if notice of claim is filed with the Secretary of State in conformity with provisions of the statutes covering such matters, a mimeographed copy of which I enclose for your information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec
Enc.

LANCASTER 2195

PORTLAND WIRE & IRON WORKS

ESTABLISHED 1892

Steel and Wire Fabricators

FENCE AND WIRE DISTRIBUTORS

4644 S. E. SEVENTEENTH AVENUE
PORTLAND 2, OREGON

August 21, 1947

Oregon State Highway Commission
Salem, Oregon

Ref: Pudding River Bridge
Pacific Highway
Marion - Clackamas Counties

Attention: Mr. Paxton

Gentlemen:

We furnished the bridge handrail for Mr. J. F. Johnson, Contractor, on the above job. It was complete and shipped last December. To date, we have received only a small payment on our final billing.

In view of the foregoing, we would like to know how long his Bonding Company is liable for this money.

Also, we would appreciate your giving us the name of his Bonding Company and the date he completed his job.

Thanking you for your cooperation, we are,

Very truly yours,

PORTLAND WIRE & IRON WORKS

C. A. Lomax

C. A. Lomax

CAL:ph

RECEIVED
AUG 22 1947
OREGON
STATE HIGHWAY COMMISSION

ANSWERED

RECEIVED
AUG 14 1947
FOR FILING
FORM E-80 25M 3-47

FI-96(2)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1947

SUBJECT: Pudding River Bridge No. 2743

NOTED

To: Mr. R.H. Baldock,
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Herewith applications for a second extension of time to and including September 30 for the completion of the Pudding River Bridge at Aurora. You will note that we are recommending that the extension be granted subject to the assessment against the contractor of all engineering cost occurred subsequent to the expiration of the present time extension on July 31.

Very truly yours,

G.S. Paxson,
Bridge Engineer

GSP/fs
Encl.
cc: H.B. Glaisyer
W.A. Reeves

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
PORTLAND 8, OREGON

July 31, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Paxson's letters of July 23 and July 30, 1947 requesting our concurrence in an extension of time from July 31, 1947 to September 30, 1947 to J. F. Johnston, Contractor on the Pudding River Bridge and approaches, FI-7(3), FI-96(2) and FI-53(5).

In view of the circumstances as mentioned in your letter we will recommend the extension for approval subject to the invoking of the penalty, which in this case is all engineering costs incurred after the expiration of the current time extension, which is July 31, 1947.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG 4 1947
OREGON
STATE HIGHWAY COMMISSION

Form E-1—834—12-46

F1-7-3, 96-2, 53-5

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 27th. 1947, 19

Section Pudding River

Kind of work Bridge and approach widening

Highway Pacific East

Section prefix S-1027; FA - 7; 96, 53

Contractor J. F. Johnston

Contract number 2748

Date of contract Oct. 29th. 1945, 19

Date of completion Oct. 31st. 1946, 19

Date work started Dec 3rd. 1945, 19

Estimated date of completion ?, 19

Amount of contract . . . . . $ 140,847.00

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering . . . . . $....

Per cent of contract completed, based on total contract price . . . .%

Engineering cost to date, $ 1600.00, ...%

Date project was completed ....., 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This is a bridge contract and all data not available for a complete report.

For the grading and widening of the appeoaches the borrow is finished, and nearly all of the base rock is in place. The shoulder top course remains to be placed.

The Asphaltic Concrete pavement will be finished to day, this morning only about 50 tons remained to be laid.

The cover coat on the new span was finished to day.

NOTED
H. W. LIBBY

Signed A. B. Dean

Address 9200 SE McLoughlin Blvd. Port. Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.25				0.25
Miles partially completed	0.25				0.25
Miles completed	0.25				0.25
Total estimated quantities	4000 cy	1,500 cy			1100 Tons
Estimated quantities moved or placed to date	3500 cy	1,120 cy			1070 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	25				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	11						
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	14						
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Clear		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Showers		
Saturday			

STATE PRINTING DEPT.

RECEIVED
DEC 11 1946
FORKLING

JM

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

FI 7-3 96.2
53-5

Portland, Oregon
December 5th, 1946

SUBJECT: Letter of Mr. Rooklidge
North Approach Pudding River Brg.
Prefix 3 - 1027 Cont. 2748

To: Mr. W. C. Williams,
Division Engineer,
State Highway Dept.
Portland, Oregon.

Cross Referenced To
Maint
Drainage and
Flood Control

NOTED
Highway Engineer

Dear Sir:

Today I made an inspection of the conditions at the North approach of the Pudding River Bridge, where some wash of the sand fill has run onto the property of Mr. Rooklidge.

I have instructed Mr. J. F. Johnston to do some small ditching, valley type, past his garage and also to remove some of the sand along the service road past Mr. Rooklidge's house. Also one other small ditch which will divert a large portion of the water coming down the hill past the borrow so that it will not reach the area around his house. I also instructed Mr. Johnston that it is job to take care of the water conditions there at all times so that it will not damage the abutting property.

I talked with Mr. Rooklidge and he said it had not bothered him much yet, which it has not, but he thought some one should be looking after the matter and I assured him we would.

Very truly yours,

A. B. DEAN

Resident Engineer.

for RHB

REFERRED TO
R H Baldock
BY MAINTENANCE ENGINEER

COPY

RECEIVED
DEC 4 1946
FOR FILING

F1-7-3 96-2
53-5

December 3, 1946

Mr. J. F. Johnston
800 Sheridan St.
Hubbard, Oregon

Dear Mr. Johnston:

The State Highway Commission, at its meeting on November 25, 1946, granted you the extension of time requested, from October 31, 1946 to July 31, 1947, without penalty, in connection with contract No. 2749 covering the Pudding River Section, grading and paving (bridge), on the Pacific Highway East in Clackamas and Marion Counties.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HEG/s

cc - W. C. Williams
Division Engr.

RECEIVED
OCT 17 1946
FOR FILING

FI 7-3 W-2
6-3-5

October 15, 1946

Mr. S. P. Johnston
P. O. Box 250
Astoria, Oregon

Dear Sir:

Subject: Pudding River Bridge
Contract 2948

Reference is made to your letter of September 25 requesting an extension of time on this project, to and including September 30, 1947.

This project is on the Pacific Highway and travel, especially during the summer months, is so heavy that we are reluctant to consent to an extension of time. In view of the circumstances, however, we will recommend to the Highway Commission that an extension of time be granted including May 31, 1947, in which to complete the new work, but no work involving traffic may be carried over 15, and a further extension to and including July 31, 1947 for the removal of the existing steel truss, cleaning up of the site, and all other work necessary to complete the contract.

Upon receipt of an application for extension of time along these lines and the consent of the surety company to this application, we will present it to the Highway Commission.

Very truly yours,

S. H. Holmes
State Highway Engineer

GSE:GH
cc: L. L. Irwin
Hartfield & Co.
O. S. Peterson

RECEIVED
1946
FOR FILING

FI-96-2

August 2, 1946

Mr. T. H. Davis, Division Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Pudding River Bridge
FI-96 (2)

Reference is made to your letter of August 1 concerning progress on the Pudding River Bridge.

We are well aware of the slow progress being made on this project. Most of the delay up to the present time has been due to shortage of material. The material is now ahead of the contractor. He is, however, having considerable difficulty in obtaining sufficient skilled workmen, particularly carpenters. There is a tremendous amount of housing work underway. Carpenters are able to obtain work in the town in which they live, and it is very difficult to get them to take an outside job.

We have conferred with the contractor several times concerning progress, and he assures us he is doing everything that he can to obtain sufficient men to expedite the work. We will continue to press him with reference to his progress.

There will be no detour bridge used on this project. The contract specifies that traffic will use the present bridge until such time as the new steel span is completed including the deck. We will then close the road, carrying traffic by way of the secondary highway from Canby to Hubbard and thence to Woodburn, while we roll the old bridge to one side and roll the new structure into place.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

RECEIVED
FOR FILING

Division 8

EI-2-2

August 1, 1946

#4237

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Attention is called to the very slow progress being made by the contractor on Oregon FI-96(2), Pudding River Bridge.

While this project was contracted on October 30, 1945, our inspection of July 24th shows only 16% of the project completed though 73% of the time had elapsed.

The excuses given are shortage of men and materials though indications are that the contractor is making very little effort to overcome these shortages or show any agressiveness in pushing this project.

Will you kindly inform this office what steps are being taken toward the completion of this project. We are particularly concerned in view of the possible necessity of using a detour bridge after rains start which would introduce a dangerous traffic hazard.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 2 1946
OREGON
STATE HIGHWAY COMMISSION

RECORD OF ASSIGNMENT

DESCRIPTION: Letter from Public Roads Ad. (Tom Davis) dated August 1 in regard to slow progress being made by the the contractor on OregonFI-96 (2). [illegible] Bridge.

DATE: 8-2-46 [illegible] Parson

FOR
(Investigation and report to this office.
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
X (Please prepare a reply. ----------

REPORT RECEIVED: 8/2/46

REMARKS:

av

MONTANA
OREGON
WASHINGTON

FI 53-5
2748

RECEIVED
MAY 28 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

May 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon FI-53(5), North Approach to the Pudding River Bridge on the Pacific Highway East.

Very truly yours,

W. H. LYNCH
Division Engineer

By L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
MAY 27 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2 WASpr 7040

State Oregon

Federal Aid Project No. FI-53(5)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of May, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 23d day of June, 19[illegible], a project statement, which was approved on the 17th day of September, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section [illegible] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 15th day of October, 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Four thousand, nine hundred and 00/00

dollars ($4,900.00) as the share of the United States payable under said act on account of Section [illegible] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

10—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1927; Chap 31, laws 1929; Chap 209,
(Include date and citation of
laws 1929
act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey stations 192+00 and 197+56.5 all in the S.E. 1/4
Section 12, T.4.S., R.6.E., W.M. Ka, ~~county~~,

, length 0.106 miles, in County,
being ~~Section~~ project No. F-55(5) consisting of
0.106 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span
~~of a mile in length~~

16—11979

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11370-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner," respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted]n [redacted]% of said project shall not in any event exceed the sum of Four Thousand, nine hundred and no/100 dollars ($4,900.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Eight Thousand, four hundred forty-four and 15/100 dollars ($8,444.15), the approved total estimated cost of [redacted]n [redacted]% of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap 529, Laws 1927
(Include reference to statute authorizing funds and probable amount annually available).

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11379-1 GPO

Showing of auth
agreement for proje
In witness whe
ment on the day and

AID PROJECT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 27th day of May, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By Ben Selvage
Member, State Highway Commission
(Title of officer)

By W. H. Strayer
Member, State Highway Commission
(Title of officer)

Attest: H. Bleamaster
Secretary
(Title of officer)

By _____

_____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR
COMMISSIONER OF PUBLIC ROADS

By _____
Acting Commissioner of Public Roads.

Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11370

FORM PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. FA-53(5) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ [illegible] as the total estimated cost of said project, and the sum of $ [illegible] as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Ore. of May one thousand nine hundred and forty-six

FEDERAL WORKS ADMINISTRATOR
COMMISSIONER OF PUBLIC ROADS

By [signature]
Acting Commissioner of Public Roads

Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—30139-1

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DEC 4 1946
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POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

May 15, 1946

FI-53(5)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon FI-53(5), North Approach to the Pudding River Bridge, on the Pacific Highway East.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

RECEIVED
APR 4 1946
FOR FILING

E1 53-5

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the North Approach-Pudding River Bridge Section, Project No. FI-53 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

RECEIVED
MAY 24 1946
FOR FILING

F1.53 (5)

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the North Approach-Pudding River Bridge Section, Project No. FI-53 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department

Federal Aid Project
No. FI-53 (5)

NORTH APPROACH, PUDDING RIVER BRIDGE

ON THE PACIFIC HIGHWAY EAST IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 10, 1946

(Sta. 192+00 to 197+56.33)

All Required		Clearing and Grubbing (55%)		$	550.00
25	cu. yds.	Trench Excavation, Unclassified	$ 2.00		50.00
900	cu. yds.	Borrow Excavation, Unclassified	.60		540.00
800	cu. yds.	General Excavation, Unclassified	.60		480.00
900	yd. stas.	Short Overhaul	.02		18.00
100	lin. ft.	Rounding Cutbanks	.25		25.00
0.11	mile	Finishing Roadbed and Slopes	600.00		66.00
100	lin. ft.	12" Corr. Metal Pipe	2.00		200.00
3	only	Concrete Inlets	30.00		90.00
700	cu. yds.	3" - 0" Gravel in Base	1.75		1,225.00
150	cu. yds.	1" - 0" Gravel in Base and Shoulders	2.75		412.50
20	M-gals.	Sprinkling	3.00		60.00
440	tons	Class "B" Asphaltic Concrete	9.00		3,960.00
			Subtotal	$	7,676.50
			10% Engr. & Cont.		767.65
			Total	$	8,444.15

Length 0.106 mile
Cost per mile $ 79,661.79

Federal Aid Funds-	$ ~~5,230.00~~	4900.00
State Funds-	~~3,214.15~~	
	$ 8,444.15	3544.15

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

1 53-5

MONTANA
OREGON
WASHINGTON

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MAY 24 1946
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

October 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. FI-53(5), the North Approach, Pudding River Bridge on the Pacific Highway East, to J. F. Johnston, Newberg, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

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NOV 2 1945
OREGO..
STATE HIGHWAY COMMISSION

RECEIVED
MAY 21 1946
FOR FILING

E1 53-5

October 9, 1945

Mr. P. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate, two copies of summary of federal aid work and three copies of right of way statement to accompany plans and specifications for each of the following projects:

FI 53 (5)		North Approach, Pudding River Bridge
FI [illegible] (3)		South Approach, Pudding River Bridge
FI 96 (2)		Pudding River Bridge

One set of blueprint plans and one set of special provisions, which papers cover the three projects, are being sent under separate cover.

Five bid proposals and five sets of reduced size plans for each of the projects will be submitted to your office subsequent to approval by you of these preliminary papers.

Very truly yours,

C. D. McCullough
Assistant State Highway Engineer

JWM:GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. FI-53 (5)

NORTH APPROACH, YAQUINA RIVER BRIDGE

ON THE PACIFIC HIGHWAY EAST IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 9, 1945

(Sta. 15+00 to 17+56.33)

All Required	pro.	Clearing and Grubbing (5%)		$ 775.00
25	cu. yds.	Trench Excavation, Unclassified	$ 2.00	50.00
900	cu. yds.	Borrow Excavation, Unclassified	.60	540.00
800	cu. yds.	General Excavation, Unclassified	.75	600.00
900	yd. sta.	Short Overhaul	.02	18.00
100	lin. ft.	Rounding Cutbanks	.15	15.00
0.11	mile	Finishing Roadbed and Slopes	400.00	44.00
100	lin. ft.	12" Corr. Metal Pipe	2.00	200.00
3	ea.	Concrete Inlets	30.00	90.00
700	cu. yds.	3" - 0" Gravel in Base	2.50	1,750.00
150	cu. yds.	1" - 0" Gravel in Base and Shoulders	3.00	450.00
20	M-Gals.	Sprinkling	2.00	40.00
440	tons	Class "F" Asphaltic Concrete	8.00	3,520.00
			Subtotal	$7,992.00
			10% Engr. & Cont.	799.20
			Total	$8,341.20

Length	0.106 mile
Cost per mile	$78,690.56

Federal Aid Funds	$5,170.00
State Funds	3,171.20
	$8,341.20

NORTH APPROACH, PUDDING RIVER BRIDGE

PROJECT NO. FI-53 (5)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 9, 1945

SUMMARY OF FEDERAL AID WORK

PROJECT NO. FI 53 (5)

Former		Present			Length	
Section	Type	Type	Width	Sta. to Sta.	Former	Present
A	703	604	24	Sta. 192+00 to 197+56.33	.106	.106

2948

MONTANA
OREGON
WASHINGTON FI 7-3

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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

May 20, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon FI-7(3), South Approach to the Pudding River Bridge on the Pacific Highway East.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAY 22 1946
OREGON
STATE HIGHWAY COMMISSION

Fran

Form P. R. 2 WA8pr 7037

State Oregon

Federal Aid Project No. FI-7(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of December, 1917, a project statement, which was approved on the 25th day of February, 1918, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 15th day of October 19 45; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Four Thousand, seven hundred and 00/00

dollars ($ 4,700.00) as the share of the United States payable under said act on account of Section of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—1137a

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 173, Laws, 1917; Chap 31, Laws 1939; Chaps. 529, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey stations 201+67.0 and 209+58.0 all in the S.E. 1/4, Section 12, T-1-S, R-1-W, W.M. No exceptions.

, length 0.093 miles, in [redacted] County, being [redacted] Oregon Federal Aid project No. FA-7(3), consisting of 0.093 miles of roadway and [redacted] bridges, [redacted] of more than 20 feet clear span.

16—11379 GPO

T

aid project have

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11870-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner," respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944, and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ..... of said project shall not in any event exceed the sum of ..... Four thousand seven hundred and 00/00 ..... dollars ($4,700.00.....), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ..... Eight Thousand, sixty two and 15/100 ..... dollars ($ 8,062.15 .....), the approved total estimated cost of Section ..... of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

..... The State Treasurer .....
(Official or depositary)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ..... Oregon .....
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ..... Chap. 529, Laws 1939 .....
(Include reference to statute authorizing

..... funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11879-1 GPO

D PROJECT

and materials which

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 17th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By Chas. H. Purdy
Member, State Highway Commission
(Title of officer)

By W. M. Thurston
Member, State Highway Commission
(Title of officer)

By Attest: H. H. Heaney
Secretary
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

U. S. GOVERNMENT PRINTING OFFICE 16—11579

FEDERAL WORKS ADMINISTRATOR
COMMISSIONER OF PUBLIC ROADS

By W. A. Gillen
Division Engineer
U. S. Public Roads Administration

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. FA-7(3) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 8,062.45 as the total estimated cost of said project, and the sum of $ 4,700.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Ore. Washington, this 17th day of May one thousand nine hundred and forty-six

~~FEDERAL WORKS ADMINISTRATOR~~
~~COMMISSIONER OF PUBLIC ROADS~~

By H. N. Ingalls
~~Acting Commissioner of Public Roads.~~
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

MONTANA
OREGON
WASHINGTON FI 96-2

RECEIVED
MAY 2 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DISTRICT
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

May 20, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, and executed copy of the project agreement and certificate for Oregon FI-96(2), Pudding River Bridge on the Pacific Highway East.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAY 22 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. P. 2 WA8 pr 7043

Federal Aid [redacted] State Oregon

Project No. FI-96(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [redacted] day of January, 19[redacted], a project statement, which was approved on the [redacted] day of March, 19[redacted], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [redacted] said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 15th day of October 19[redacted]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Seventy nine thousand five hundred and 00/00

dollars ($ 79,500.00) as the share of the United States payable under said act on account of [redacted] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11570

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 173, laws 1917; Chap. 31, laws 1929; Chap. 289, laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Bet Survey Stations 197+56.33 and 201+67.0 all in the S. E. Qr. Section 12, T-4-S., R-4-W., W.M. No exceptions.

, length 4.13 miles, in Clackamas County, Oregon being Section of Federal Aid project No. FI-26(9) consisting of miles of roadway and bridges, each of more than 20 feet clear span, miles in length.

25—11370 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11879-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ..... of said project shall not in any event exceed the sum of ..... Seventy nine Thousand, five hundred and 00/00 ..... dollars ($ ..... 79,500.00 .....), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ..... One hundred thirty six Thousand, eight hundred fifty seven and 40/100 ..... dollars ($ ..... 136,857.40 .....), the approved total estimated cost of Section ..... said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

..... The State Treasurer .....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ..... Oregon .....
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ..... Chap. 529, Laws 1939 .....
(Include reference to statute authorizing

..... funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the [redacted] day of [redacted], 19[redacted]

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield

Chairman, State Highway Commission
(Title of officer)

By C. W. Schaupp

Member, State Highway Commission
(Title of officer)

By W. F. Thurman

Member, State Highway Commission
(Title of officer)

By Attest: H. H. Wilson

Secretary
(Title of officer)

By _____

_____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,
COMMISSIONER OF PUBLIC ROADS

By H. H. Wyatt

Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11879

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. FA-26(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $136,857.60 as the total estimated cost of said project, and the sum of $79,500.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Oregon, Washington, this 17th day of May one thousand nine hundred and forty-six

[redacted]
COMMISSIONER OF PUBLIC ROADS

By [redacted]
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—22150-1

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 4 1946
FOR FILING

FI-96 (2)

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

May 15, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon FI-96(2), Pudding River Bridge on the Pacific Highway East.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~BUREAU OF ROADS~~
Division 8

RECEIVED
DEC 4 1946
FOR FILING

FI-7(3)

May 15, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon FI-7(3), South Approach to Pudding River Bridge on the Pacific Highway East.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

RECEIVED
MAY 4 1946
FOR FILING

FI 7-3

April 30, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the South Approach, Pudding River Bridge Section, Project No. FI-7(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl:

RECEIVED
MAY 24 1946
FOR FILING

FL 7-3

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the South Approach, Pudding River Bridge Section, Project No. FI-7(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. PR-7 (3)

SOUTH APPROACH, PUDDLE RIVER BRIDGE
ON THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 1, 1946

(Sta. 204+87.0 to 222+58.0)

All Required		Clearing and Grubbing (4%)		$ 430.00
15	cu. yds.	Trench Excavation, Unclassified	$ 2.00	30.00
2,200	cu. yds.	Borrow Excavation, Unclassified	.60	1,320.00
200	cu. yds.	General Excavation, Unclassified	.60	120.00
13,000	yd. sta.	Short Overhaul	.02	260.00
120	C-yd.sta.	Long Overhaul	.40	48.00
300	lin. ft.	Rounding Gutbanks	.25	75.00
.09	mile	Finishing Roadbed and Slopes	600.00	54.00
60	lin. ft.	12" Corr. Metal Pipe	2.00	120.00
2	only	Concrete Inlets	30.00	60.00
10	cu. yds.	Concrete Walk and Curb	20.00	200.00
530	cu. yds.	3" - 0" Gravel in Base	1.75	927.50
100	cu. yds.	1" - 0" Gravel in Base and Shoulders	2.75	275.00
20	M-gals.	Sprinkling	3.00	60.00
370	tons	Class "B" Asphaltic Concrete	9.00	3,330.00
		Subtotal		$ 7,329.50
		10% Engr. & Cont.		732.95
		Total		$ 8,062.45
		Length	.093 mile	
		Cost per mile	$86,693.01	

Federal Aid Funds- - - -

Oregon State Highway Department

Federal Aid Project
No. FI-7 (3)

SOUTH APPROACH, PUDDING RIVER BRIDGE

ON THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 10, 1946

(Sta. 204+67.0 to 209+58.0)

All Required		Clearing and Grubbing (45%)		$ 450.00
15	cu. yds.	Trench Excavation, Unclassified	$ 2.00	30.00
2,200	cu. yds.	Borrow Excavation, Unclassified	.60	1,320.00
200	cu. yds.	General Excavation, Unclassified	.60	120.00
13,000	yd. sta.	Short Overhaul	.02	260.00
120	C-yd.sta.	Long Overhaul	.40	48.00
300	lin. ft.	Rounding Cutbanks	.25	75.00
.09	mile	Finishing Roadbed and Slopes	600.00	54.00
60	lin. ft.	12" Corr. Metal Pipe	2.00	120.00
2	only	Concrete Inlets	30.00	60.00
10	cu. yds.	Concrete Walk and Curb	20.00	200.00
530	cu. yds.	3" - 0" Gravel in Base	1.75	927.50
100	cu. yds.	1" - 0" Gravel in Base and Shoulders	2.75	275.00
20	M-gals.	Sprinkling	3.00	60.00
370	tons	Class "B" Asphaltic Concrete	9.00	3,330.00
			Subtotal	$ 7,329.50
			10% Engr. & Cont.	732.95
			Total	$ 8,062.45

Length .093 mile
Cost per mile $86,693.01

Federal Aid Funds- $ ~~5,000.00~~ 4700.00
State Funds- ~~3,062.45~~ 3362.45

$ 8,062.45

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
MAY 2 1 1946
FOR FILING

FI 96-2

April 30, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Pudding River Bridge, Project No. FI-96 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

Oregon State Highway Department

Federal Aid Project
No. FI-96 (2)

PUDDING RIVER BRIDGE ON THE

PACIFIC HIGHWAY EAST IN CLACKAMAS AND MARION COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 1, 1946

(Stn. 197+56.3 to 204+67.0)

140	tons	Class "B" Asphaltic Concrete	$ 9.00	$ 1,260.00
All Required		Shoring, Cribbing, Etc.		4,000.00
1,300	cu. yds.	Structural Excavation	3.00	3,900.00
100	cu. yds.	Structural Excavation Below Elevation Shown	3.00	300.00
2,000	lin. ft.	Furnish Treated Piles	.40	800.00
120	only	Drive Piles	10.00	1,200.00
1,360	cu. yds.	Class "A" Concrete	32.00	43,520.00
208,000	lbs.	Metal Reinforcement	.058	12,064.00
294,000	lbs.	Structural Steel	.108	31,752.00
1,448	lin. ft.	Metal Handrail	8.00	11,520.00
All Required		Preparation of Existing Bridge and Provision for Traffic		7,500.00
			Subtotal	$124,416.00
			10% Engr. & Cont.	12,441.60
			Total	$136,857.60

Length 0.134 mile

Federal Aid Funds	$ 79,500.00
State Funds	57,357.60
	$136,857.60

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

FI 96-2J

MONTANA
OREGON
WASHINGTON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
OCT 31 1945
FOR FILING

October 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. FI-96(2), the Pudding River Bridge on the Pacific Highway East, to J. F. Johnston, Newberg, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 2 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 1946
FOR FILING

FI 96-2

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Pudding River Bridge, Project No. FI-96 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GE
Encl.

RECEIVED
DEC 17 1945
FOR FILING

Division 8

NOTED

FL-96(2)

December 12, 1945.

RECEIVED
DEC 13 1945
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to plans for the Pudding River Bridge, Oregon FL-96(2).

The following comments have been received from our Washington Office.

"The deck girder approach spans appear to be reinforced for simply supported spans but the plans show a continuous type construction over the fixed piers. The ends of the girders at channel piers and abutments are shown to be constructed monolithically with the supports.

As negative reinforcement steel is not provided, or is only nominal, at the aforementioned points the concrete at these points may yield by cracking, the extent and nature of which is uncertain. The cracking may so affect the girders as to result in a shear failure.

It is deemed advisable to alter the design to provide properly for the continuous construction that is shown or make the spans free at the above mentioned supports so that they will function as simple beam spans.

While the proposed steel tied arch is acceptable it is our opinion that a deck type structure is as economical and is preferred. It is suggested that this be kept in mind on future projects."

Our Western Headquarters has the following comments to make regarding the design.

"(1) We find high rivet stresses in the connections of the stringers to the floor beams in the steel arch span.

(2) In the bents for the 50 and 51-foot approach girder spans

we find pile loads of approximately 28 tons, and the seven 1-1/4-inch bars in the footings to be overstressed.

(3) In the pier design, we find the 3/4-inch transverse bars in the footing to be overstressed. This is based on a foundation pressure of 3.4 tons per square foot."

Will you please consider the above comments and make the necessary revisions.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 3 1945
FOR FILING

96-2

November 28, 1945

Mr. J. F. Johnston
803 Sheridan Street
Roseburg, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2748 which was awarded to you on October 30, 1945 by the State Highway Commission, covering grading and paving of the Pudding River Section (Bridge) in Clackamas and Marion Counties on Pacific Highway East. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By
H. B. Glainyer
Secretary

HBG

Recorded

Sent by express. Nov. 28, 1945.

RECEIVED
[illegible] 1945
FOR FILING

96-2

November 28, 1945

General Casualty Company of America
Mansfield & Company Agent
302 Lewis Building
Portland 4, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2748 which was awarded to Mr. J. F. Johnston by the State Highway Commission on October 30, 1945 covering grading and paving of the Pudding River Section (Bridge) in Clackamas and Marion Counties on Pacific Highway East.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By
H. B. Glaisyer
Secretary

gm

Sent by express - Nov. 28, 1945.
Record

RECEIVED
NOV 5 1945
FOR FILING
96-2

November 3, 1945

Columbia Casualty Company,
Jas. McI. Wood, West & Co., Agents
625 Failing Building
Portland 4, Oregon

ATTENTION: M. Shearer

Gentlemen:

Reply is made to your letter of November 2 requesting the Engineer's estimate on the cost to construct the Pudding River Bridge, contract for which was awarded Mr. J. F. Johnston, of Monberg, on October 30, 1945.

I am sorry but it is contrary to the long standing policy of the State Highway Commission to divulge such information.

Respectfully yours

H. B. Gleasyer, Secretary
OREGON STATE HIGHWAY COMMISSION

HBG gl

— REPRESENTING —

COLUMBIA CASUALTY COMPANY

Jas. McI. Wood, West & Co.
625 FAILING BUILDING
TELEPHONE ATWATER 8643
PORTLAND 4, OREGON

November 2nd, 1945.

Oregon State Highway Commission
Bridge Department
Salem, Oregon

Gentlemen:

Re: Pudding River Bridge Contract

We would appreciate it very much if we might be furnished with the Engineer's estimate on the above captioned contract.

We furnished the Proposal Bond for Mr. J. F. Johnston, who was awarded this contract.

Thanking you for this courtesy, we remain,

Very truly yours,

COLUMBIA CASUALTY COMPANY
JAS.McI.WOOD WEST & CO.
Resident Agents
By [signature]

MS.

RECEIVED
NOV 3 1945
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISTER

CAPITAL STOCK COMPANY INSURANCE
Standard protection

RECEIVED
NOV 2 1945
FOR FILING

96-2

November 2, 1945

Mr. J. F. Johnston
800 Sheridan Street
Newberg, Oregon

Dear Mr. Johnston:

We are sending you today by express four copies of contract No. 2748, which was awarded to you by the State Highway Commission on October 30, 1945, covering the Pudding River Section Bridge, Grading and Paving in Clackamas and Marion Counties on the Pacific Highway East.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 1.7.18, page 13, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

R. H. Glaisyer
Secretary

cc

contracts forwarded highways 11-2-45
awarded on yellow sheet 11-2-45
do

RECEIVED
NOV 2 1945
FOR FILING

96-2

November 1, 1945

Mr. J. F. Johnston
800 Sheridan Street
Enterprise, Oregon

Gentlemen:

The State Highway Commission on October 30, 1945 awarded you the contract for Pudding River Bridge Section of the Pacific Highway East, in Marion and Clackamas Counties. This award was based on your low bid of $140,847.00, submitted on October 30, 1945.

Contract forms will be sent to you for execution within a few days.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

EWP:gm

cc: E. E. Probert
C. E. Peterson

RECEIVED
NOV 13 1945
FOR FILING

FI-7 (3)

October 31, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon.

Dear Sir:

We are enclosing three copies each of right of way statement for Projects Nos. F-180 (21), FI-7 (3) and FI-248 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:: GS
Encl.

FI 7-3

RECEIVED
NOV 2 1 1945
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

October 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. FI-7(3), the South Approach to the Pudding River Bridge, on the Pacific Highway East, to J. F. Johnston, Newberg, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 2 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 21 1946
FOR FILING

FI 96-2

October 26, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the P. S. & E. papers submitted for the Pudding River Bridge, Project No. FI-96 (2).

The quantity for "Metal Handrail" is shown on the plans and in the estimate as 1,490 lineal feet, but in the bid proposal it is listed as 1,440 lineal feet. The correct amount is 1,440 lineal feet and it is our request the copies of plans and estimate which were submitted to your office be revised accordingly.

Very truly yours,

C. H. McCullough
Assistant State Highway Engineer

JWM:GS

Oregon State Highway Department

Federal Aid Project
No. PI-96 (2)

PUDDING RIVER BRIDGE ON THE

PACIFIC HIGHWAY EAST IN CLACKAMAS AND MARION COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 9, 1945

(Sta. 197+63.33 to 204+67.01)

140	tons	Class "B" Asphaltic Concrete	$ 8.00	$ 1,120.00
All Required		Shoring, Cribbing, Etc.		5,000.00
1,300	cu. yds.	Structural Excavation	5.00	6,500.00
100	cu. yds.	Structural Excavation Below Elevation Shown	10.00	1,000.00
2,000	lin. ft.	Furnish Treated Piles	.50	1,000.00
120	only	Drive Piles	25.00	3,000.00
1,360	cu. yds.	Class "A" Concrete	35.00	44,600.00
208,000	lbs.	Metal Reinforcement	.06	12,480.00
294,000	lbs.	Structural Steel	.11	32,340.00
1,450	lin. ft.	Metal Handrail	8.00	11,600.00
All Required		Preparation of Existing Bridge and Provision for Traffic		15,000.00
			Subtotal	$143,640.00
			10% Engr. & Cont.	14,364.00
			Total	$158,004.00

Length 0.134 mile

Federal Aid Funds	$ 97,960.00
State Funds	60,044.00
	$158,004.00

SUMMARY OF FEDERAL AID WORK

PROJECT NO. FI 96 (2)

Former		Present			Length	
Section	Type	Type	Width	Sta. to Sta.	Former	Present
A	921	950	30	Sta. 197+56.33 to 204+67.0	.134	.134

RECEIVED
NOV 5 1945
FOR FILING

FL 96-2

October 26, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the P. S. & E. papers submitted for the Pudding River Bridge, Project No. FI-96 (2).

The quantity for "Metal Handrail" is shown on the plans and in the estimate as 1,450 lineal feet, but in the bid proposal it is listed as 1,440 lineal feet. The correct amount is 1,440 lineal feet and it is our request the copies of plans and estimate which were submitted to your office be revised accordingly.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWN:GS

RECEIVED
OCT 24 1946
FOR FILING
FI 7-3

October 9, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate, two copies of summary of federal aid work and three copies of right of way statement to accompany plans and specifications for each of the following projects:

FI 53 (5) North Approach, Pudding River Bridge
FI 7 (2) South Approach, Pudding River Bridge
FI 9 (2) Pudding River Bridge

One set of blueprint plans and one set of special provisions, which papers cover the three projects, are being sent under separate cover.

Five bid proposals and five sets of reduced size plans for each of the projects will be submitted to your office subsequent to approval by you of these preliminary papers.

Very truly yours,

C. H. McCullough
Assistant State Highway Engineer

JWM:GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. PI-7 (3)

SOUTH APPROACH, YAMHILL RIVER BRIDGE

ON THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 9, 1945

(Sta. 204+67.0 to 209+58.0)

All Required		Clearing and Grubbing (4%)		$ 229.00
15	cu. yds.	Trench Excavation, Unclassified	$ 2.00	30.00
2,200	cu. yds.	Borrow Excavation, Unclassified	.60	1,320.00
200	cu. yds.	General Excavation, Unclassified	.75	150.00
13,000	yd. sta.	Short Overhaul	.02	260.00
120	C-yd.sta.	Long Overhaul	.50	60.00
300	lin. ft.	Rounding Cutbanks	.15	45.00
.09	mile	Finishing Roadbed and Slopes	400.00	36.00
60	lin. ft.	12" Corr. Metal Pipe	2.00	120.00
2	only	Concrete Inlets	30.00	60.00
10	cu. yds.	Concrete Walk and Curb	33.00	330.00
730	cu. yds.	3" - 0" Gravel in Base	2.50	1,825.00
100	cu. yds.	1" - 0" Gravel in Base and Shoulders	3.00	300.00
20	M-gals.	Sprinkling	2.00	40.00
370	tons	Class "D" Asphaltic Concrete	8.00	2,960.00
		Subtotal		$7,761.00
		10% Engr. & Cont.		776.10
		Total		$8,009.10
		Length	.093 mile	
		Cost per mile	$86,119.35	

Federal Aid Funds	$4,960.00
State Funds	3,049.10
	$8,009.10

SOUTH APPROACH, FUNDING RIVER BRIDGE

PROJECT NO. FI 7 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 29, 1945

SOUTH APPROACH, PUDDING RIVER BRIDGE

PROJECT NO. FI-7 (3)

While negotiations are in progress, one parcel has not been acquired, nor has the right to occupy and use this parcel been secured, but it is now believed that all necessary rights of way can be made fully available within fifteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 9, 1945

SUMMARY OF FEDERAL AID WORK

PROJECT NO. FI 7 (3)

Former		Present			Length	
Section	Type	Type	Width	Sta. to Sta.	Former	Present
A	703	604	24	Sta. 204+67 to 209+58	.093	.093

RECEIVED
OCT 11 1945
FOR FILING

FI 96-2

October 9, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate, two copies of summary of federal aid work and three copies of right of way statement to accompany plans and specifications for each of the following projects:

FI 53 (5) North Approach, Pudding River Bridge
FI 7 (3) South Approach, Pudding River Bridge
FI 96 (2) Pudding River Bridge

One set of blueprint plans and one set of special provisions, which papers cover the three projects, are being sent under separate cover.

Five bid proposals and five sets of reduced size plans for each of the projects will be submitted to your office subsequent to approval by you of these preliminary papers.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWN:GS

Encl.

RECEIVED
FEB 4 1942
FOR FILING

96-2
NOTES
C. B. McCullough

MONTANA
OREGON
WASHINGTON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE
POST OFFICE BUILDING
PORTLAND, OREGON

February 2, 1942

RECEIVED
FEB - " 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Receipt is acknowledged of your letter of January 31 together with two sets of advance plans for the Pudding River Bridge, Oregon SN-FAP 96 (2).

These plans have been examined in respect to the use of critical materials. The use of reinforced concrete for widening of approaches was agreed upon at the conference in our office on January 19th. At that time, there was some discussion regarding the material for stringers on the 120 ft. span, but, as we recall, no mention was made of the main 120 ft. span.

In our opinion, a reinforced concrete arch span should be substituted for the steel arch span in order for the project to comply with the requirements of Public Roads General Administrative Memorandum No. 148. This is particularly true in the light of comments from our Washington office, furnished you today, regarding the use of structural steel in the design of the Judkins' Point Overcrossing, Oregon SN-FAGM 161-D (3).

Very truly yours,

W. H. LYNCH
District Engineer

F-180(21) Circle Br.-Hug Point Sec., 1945
Oregon Coast Hwy.
#2749

F-180(21)

3749

CROSS REFERENCE SHEET

Name or Subject

File No.

Regarding Payment of $750.00 due Leonard & Slate Corporation by J. R. Maginnis for the unfinished clean-up clearing.

Date 6/1/49
6/3/49

SEE

Name or Subject Federal Aid Job F-180(22)
Contract # 2871

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

Library Bureau
Division of
Remington Rand Inc.
Branches Everywhere

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For use in all Filing Systems

SHP/gs

RECEIVED
OCT 27 1948
FOR FILING

7180-21

2749

October 25, 1948

Mr. J. E. Maginnis
217 Mayer Building
Portland 5, Oregon

Dear Sir:

In making final settlement with contractors Leonard & Slate for construction of the Circle Bridge-Summit Section of the Oregon Coast Highway in Clatsop County, Leonard & Slate advise that they have not yet received the payment of $750 which was to be paid them for the performing of certain clearing work that was to have been performed under your contract for clearing on the Circle Bridge-Hug Point Section, our contract No. 2749.

There was an understanding, as you will recall, and as is confirmed by correspondence between yourself and our Construction Engineer, H. G. Smith, under dates of March 13 and March 21, 1947, that Leonard & Slate would perform the clearing work referred to and that for the same you would make payment to Leonard & Slate in the lump sum amount of $750. The intention was, according to Mr. Smith's letter of March 21, 1947, that when the next payment to you, for work under your contract, was made, the payment would be made in two parts, one of which would be in the amount of $750, that part to be turned over by you to Leonard & Slate. Our records do not indicate that any of the subsequent payment to you was split into two parts in that manner, but that should not, of course, have prevented your meeting the obligation.

Please check into this matter and let us know whether payment was or was not made to Leonard & Slate as agreed. In case you find that payment was not made, we would appreciate your arranging for it, either directly to Leonard & Slate or through us, at your convenience.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP/gs

RECEIVED
JU MAY 24
FOR FILING

F-180 (21)

BONDING CLAIM DEPARTMENT
FRED E. FAUSCH, MANAGER

SURETY DEPARTMENT
GEO. W. DEXTER, MANAGER

2749

MARYLAND CASUALTY COMPANY

STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT

BALTIMORE 3

CLAIM DIVISION
W. KENYON LLOYD
VICE-PRESIDENT

April 7th, 1948.

144-47-Contract
State of Oregon
J. E. MAGINNIS

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We beg to acknowledge your letter of April 2nd, enclosing a copy of the claim made by B. E. Dennon and Elaine Dennon, for gasoline, oil, etc., in the amount of $98.70, on the above captioned file. We have asked our local office to take the matter up with Mr. Maginnis, with the request that the matter be taken care of.

Very truly yours,

Geo W Dexter

Manager, Surety Dept.

NOTED
H. B. GLAISYER

GWD:PMH
C. C. Portland Claim Div.
San Francisco Claim Div.

RECEIVED
APR 12 1948
OREGON
STATE HIGHWAY COMMISSION

MARYLAND CASUALTY COMPANY

STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT

BALTIMORE 3

CLAIM DIVISION
W. KENYON LLOYD
VICE-PRESIDENT

BONDING. CLAIM DEPARTMENT
FRED E. PAUSCH, MANAGER

SURETY DEPARTMENT
GEO. W. DEXTER, MANAGER

March 31st, 1948.

144-47-Contract
State of Oregon
J. R. MAGINNIS

State Highway Commission,
Salem, Oregon.

Gentlemen:

We have your letter of March 23rd, calling attention to the claim of B. E. Dennon, of Cannon Beach, Oregon, for $98.70. We are calling this matter to the attention of our principal promptly.

Very truly yours,

Manager, Surety Dept.

GWD:PMH
C. C. Portland Claim Div.
San Francisco Claim Div.

RECEIVED
APR 5 1948
OREGON
STATE HIGHWAY COMMISSION

Secretary

PMQ:dr

NOTED ON CARD
4-12-48 gk

RECEIVED
APR 2 1948
FOR FILING

IF-18.1(21)

April 2, 1948

Hon. Earl T. Newbry
Secretary of State
Capitol Building

Dear Mr. Newbry:

This is to acknowledge receipt of three copies of a claim filed with your office by B. E. and Elaine Dennon against J. R. Maginnis for work on contract No. 2749, your file No. 3107.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
4-2-48 gk

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 29, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have received and filed as of this date, a notice of claim by B. E. and Elaine Dennon for gasoline, oil, tires and service furnished in the sum of $98.70 against the bond taken from J. R. Maginnis by Strong & Company, Mayor Building, Portland, for work on contract No. 2749 with the State Highway Commission for clearing the Circle Bridge-Hug Point Section of the Oregon Coast Highway in Clatsop County, our file No. 3107.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

REFERRED TO
BY SECRETARY

RECEIVED
APR 1 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 2 1948
FOR FILING

F-18021

April 2, 1948

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

There is attached hereto a copy of a claim which has been filed with the Secretary of State by B. H. and Elaine Denmon for gasoline, oil, etc. in the amount of $98.70 against the bond from J. H. Magiannis on contract 2749.

This notice is sent to you as you appear as surety on the bond for the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Strong & Co., Agents
Mayer Building
Portland 5, Oregon

J. H. Magiannis
Mayer Building
Portland 5, Oregon

NOTED ON CARD
4-2-48 gf

OFFICE COPY

Groceries
Fishing Tackle
Cabins

Auto Accessories
Richfield Gas &
Oil

BUD'S GROCERY & SERVICE STATION
Props. B. E. & Elaine Dennon
CANNON BEACH, OREGON
PHONE 701-R3

NOTICE OF FILING CLAIM ON ACCOUNT

TO SECRETARY OF STATE

SALEM, OREGON

"Notice hereby is given that the undersigned B. E. and ELAINE DENNON has a claim for gasoline, oil, tires and service in the sum of ninety-eight and seventy hundredths dollars ($98.70) against the bond taken from J. R. MAGINNIS by STRONG & COMPANY, Mayor Building, Portland, Oregon for the work of contract No. 2749 with the State Highway Commission for clearing the Circle Bridge-Hug Point Section of the Oregon Coast Highway in Clatsop County, Oregon.

B. E. DENNON

ELAINE DENNON

ENDORSED,

FILE NO. 3107
FILED March 29, 1948
EARL T. NEWBRY, Secretary of State

RECEIVED
APR 2 1948
FOR FILING

F-180 (21)

April 1, 1948

Mr. J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

Dear Mr. Maginnis:

In your letter of March 23, 1948, you request that the warrant covering final payment to you in connection with your contract No. 2742 for the clearing of the Cirele Bridge-Hag Point Section of the Oregon Coast Highway be forwarded to Mr. J. P. Stapleton, Adjuster for the Maryland Casualty Company.

Following our telephone conversation yesterday I again discussed this matter with the Highway Commission's Chief Counsel, and as a result thereof, I am pleased to inform you that we have decided to release this warrant in conformity with your request, with the understanding, however, that the surety will see to it that both claims of which we have knowledge — that of Mr. Garrites and that of Mr. Dawson — are satisfactorily disposed of. The State Highway Commission should be furnished with receipts from both of these creditors to that effect.

I am today instructing the Commission's Chief Auditor to release the final payment in connection with this job, which amounts to $1,201.16. I am asking him to mail this warrant to Mr. Stapleton for further handling.

Respectfully yours,

HBG:ee

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Mr. Malcolm M. Hawke

Mr. J. P. Stapleton, Adjuster
Maryland Casualty Company
1024 Lewis Building
Portland 4, Oregon

Mr. D. E. Dawson
Mr. L. E. Garrites, Sr.

NOTED ON CARD
4-1-48 jf

Mr. Hawke:
I understand that you are holding a warrant in the amount of $1,201.16 payable to the order of Mr. Maginnis. Will you please release this to him today, mailing it to Mr. J. R. Stapleton, Adjuster, Maryland Casualty Company, 1024 Lewis Building, Portland 4, Oregon.

H. B. Glaisyer

April 1, 1948

Mr. B. E. Dennon
Cannon Beach
Oregon

Dear Mr. Dennon:

I enclose for your information a copy of a letter that I have directed to Mr. J. R. Maginnis, contractor for the clearing of the Circle Bridge-Hug Point Section of the Oregon Coast Highway, advising him that we are releasing final payment to him in connection with this job on the condition that the surety on his bond will see to it that outstanding claims are satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec
Enc.

April 1, 1948

Mr. L. R. Gerritse, Sr.
Cannon Beach
Oregon

Dear Mr. Gerritse:

I enclose for your information a copy of a letter that I have directed to Mr. J. R. Maginnis, contractor for the clearing of the Circle Bridge-Hug Point Section of the Oregon Coast Highway, advising him that we are releasing final payment to him in connection with this job on the condition that the surety on his bond will see to it that outstanding claims are satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec
Enc.

RECEIVED
APR 2 1948
FOR FILING

F.-180(21)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 1, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	16970	2749	15 & 16 Final	J. R. McGinnis	1,201.18	318994	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This was accepted Oct. 28, 1947.

In accordance with your request over telephone this a.m., I am mailing warrant to J. P. Stapleton, Adjuster - Maryland Cas. Co. 1024 Yeon Bldg., Portland. (Today)
ASW

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

NOTED ON CARD

11-1-48 gk

RECEIVED
MAR 31 1948
FOR FILING

F-1K0-21

March 24, 1948

NOTE TO Maginnis
DATE 4-1-48

Mr. J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

Dear Mr. Maginnis:

In your letter of March 23, 1948, you request that the check for the remainder of the amount due you in connection with your contract No. 2749 for clearing the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County, be forwarded to Mr. J. P. Stapleton, adjuster for the Maryland Casualty Company, surety on your bond.

We shall be glad to comply with your request on receipt of a letter from Mr. Garrites to the effect that such manner of payment is satisfactory with him and stating that the payment of $700 to him will satisfy his account.

Since talking to Mr. Stapleton over the telephone yesterday the State Highway Commission has received a notice of another claim, being that of Mr. B. E. Dennen in the amount of $98.70 for supplies furnished you in connection with this job. I presume that this claim will also be taken care of by you and Mr. Stapleton out of the above-mentioned remittance.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ee

cc - Mr. Floyd Query

Mr. J. P. Stapleton
1024 Yeon Building
Portland 4, Oregon

REFERRED TO
BY SECRETARY

NOTED ON CARD
3-27-48

MARYLAND CASUALTY COMPANY
STEWART McDONALD, CHAIRMAN OF THE BOARD AND PRESIDENT

STRONG & COMPANY
AGENTS
415 MAYER BUILDING · PORTLAND 5, OREGON

March 23, 1948.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention Mr. H. B. Glaisyer

In accordance with your telephone conversation with Mr. Stapleton, Adjuster for the Maryland Casualty Company, we are writing to ask that you forward to Mr. J. P. Stapleton, 1024 Yeon Building, check for the remainder due J. R. Maginnis on the Circle Bridge Hug Point job.

The difference between Mr. Garritse and myself is being settled by the payment of $700.00 to Mr. Garritse. As you know, Mr. Garritse submitted a claim for $1920.00. This action, in my opinion, was brought about for no other reason than that Mr. Garritse realized that any claim with the State would tie me up. I am fully satisfied that this was nothing but a species of blackmail.

However, we will be glad to settle with him for $700.00, which in my opinion will overpay him approximately $300.00.

Yours very truly,

J. R. Maginnis

JRM/AD

RECEIVED
MAR 24 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-24-48 JK

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
MAR 31 1948
FOR FILING

F-119-21

Files

March 23, 1948

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

This note is to inform you that there has been filed in the office of the State Highway Commission the claim of Mr. B. E. Dennon, Cannon Beach, Oregon, against Mr. J. R. Maginnis, which claim is in the amount of $98.70, representing material sold to Mr. Maginnis and services otherwise rendered him in connection with his contract No. 3749 with the State Highway Commission for clearing the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County.

This is brought to your attention because the Maryland Casualty Company appears as surety on the bond furnished by Mr. Maginnis in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ec 3/24

cc - Maryland Casualty Company
Strong & Co., Agents
Mayer Building
Portland 5, Oregon

Mr. J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

Mr. Floyd Query

REFERRED TO this letter BY SECRETARY
send on card
HBS

NOTED ON CARD

3-23-48

March 23, 1948

Mr. B. E. Dannon
Cannon Beach
Oregon

Dear Mr. Dennon:

In your letter of March 15 you advise the State Highway Commission of your claim in the amount of $98.70 against J. R. Maginnis representing goods sold to Mr. Maginnis in connection with his contract No. 2749 with the State Highway Commission for clearing the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County. You inquire whether or not filing of your claim in this manner is a valid claim against Mr. Maginnis.

I might say that filing of the claim with the State Highway Commission, as you have done, does not satisfy the requirements of law. I enclose for your information excerpts from the state law covering matters of this kind and point out to you that your official filing should be made with the Secretary of State in a form substantially the same as indicated in the excerpt.

You will note in reading the excerpt that the claim must be filed with the Secretary of State prior to the expiration of a period of six months after the project has been completed and formally accepted by the State Highway Commission in order to hold the bond furnished by the contractor responsible and liable for the claim after the expiration of this six-months period.

According to the records, this job was accepted by the State Highway Commission on October 21, 1947.

In connection with this contract Mr. Maginnis furnished the state with a surety bond for the protection of claims. This bond is written by the Maryland Casualty Company, for whom Strong & Co., with offices in the Mayer Building, Portland, are local agents. I would

NOTED ON CARD

3-23-48

suggest that you file notice of your claim with the bonding company's agent as well as with the Secretary of State.

Pursuant to our regular procedure, I am today bringing your claim to the attention of the bonding company.

Trusting that you will secure satisfaction by filing your claim with the proper agencies, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec 3/24
Enc.

cc - Mr. Floyd Quarry

March. 15. 1948

Oregon State Highway Commission
Salem, Oregon-

Attention= Sect. of State Newbry.

Dear Mr. Newbry.

Please allow me to submit my bill of goods sold to J. R. Maginnis, at Cannon Beach, Oregon on the dates shown on enclosed statements. Total of $98.70

We understand it is customary when a contractor does not meet his obligations pertaining to his Job that it be submitted to the State Highway Commission, for collection.

Enter this against the J. R. Maginnis account, and please Reply as to the validity-

Thank you Kindly-

B. E. Dennon
Cannon Beach. Ore-

MORR CO Bond Co
DATE 3-23-48

RECEIVED
H B. GLAISYER

NOTED ON CARD

3-17-48.

STATEMENT

Cannon Beach Ore. March, 15 1948

Mr J. R. Maginnis

Portland - Oreg -

IN ACCOUNT WITH

Bud's Grocery & Service Station

CABINS PHONE 701-R3

Aug	6	7 gal Reg. gas	170
		Freight on chokers	103
	7	8½ gal Ethyl	225
		5 gal. Ethyl	130
		Out of Town Repair call	100
	9	6½ gal Reg. gas	156
	11	10½ gal Reg.	252
	14	10 gal Reg	240
		1 qt. Bardahl	95
	16	14½ gal Reg	348
	17	11 gal Ethyl	264
		1 qt. Tennzoil	35
	17	1 650-15 New Tire	1835
		Vulcanizing Tube	50
	18	7 gal. Reg gas	168
	18	6 gal. Reg gas	144
		1 qt. Tennzoil	35
	18	4 gal. Reg gas	96
	18	6 gal. Reg gas	144
		1 qt. oil	35
	20	7½ gal Reg gas	180

Portland 5, Oregon

J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

NOTED ON CARD

11-25-47 JK

STATEMENT

Cannon Beach Ore. March 15 1945

J. R. Maginnis

Portland. Oreg.

IN ACCOUNT WITH Mayer Bldg.

2

Bud's Grocery & Service Station

CABINS

PHONE 701-R3

Aug. 20	6+ gal Ethyl	1,58
~ 21	5 gal Reg. ga	120
~ 22	Grease Job	1,25
	5 qts Pennzoil	175
~ 22	11 gal. Reg, gas	264
~ 23	9 gal Reg gas	216
~ 24	4 gal Reg gas	96
~ 26	8½ gal Reg gas	204
	1 Batteries	4c
~ 29	8⅓ gal Reg gas	204
~ 30	13 gal Ethyl	339
~ 31	6 gal Reg. gas	144
	1 qt. Pennzoil	35
Sept. 2	6¼ gal Ethyl	166
~ 8	6⅙ gal Ethyl	173
	3⅓ gal Ethyl	85
	1 qt. Pennzoil	35
~ 13	6¼ gal Ethyl	167
13	1 qt. Pennzoil	35
~ 13	14¼ gal Ethyl	375
~ 15	15 gal Ethyl	390

Portland 5, Oregon

J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

NOTED ON CARD

11-25-42

STATEMENT

Cannon Beach Ore. March - 15 194 8

J. R. Maginnis

Portland - Oregon

IN ACCOUNT WITH

3

Bud's Grocery & Service Station

CABINS PHONE 701-R3

Sept. 17	5¼ gal Ethyl	1 40
" 18	9+ gal Ethyl	2 33
Oct. 18	8¼ gal Ethyl	2 18
	1 qt. oil	35
	Total	98.70

...which has been
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..., Virginia un-
...way for the
...ent Highway.

...or as survey
...tion with this

...AX CONSIDERATION

Portland 5, Oregon

J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

NOTED ON CARD

RECEIVED
DEC 2 1947
FOR FILING :

F 180-21

November 28, 1947

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by L. R. Gerritse, Sr. in the amount of $1920.00 against the bond of J. R. Maginnis under our contract No. 2749 for clearing right of way for the Circle Bridge-Hog Point Section of the Oregon Coast Highway.

This claim is sent to you as you appear as surety on the bond furnished by Mr. Maginnis in connection with this job.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
Enc.

cc - Strong and Company
Mayer Building
Portland 5, Oregon

J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

NOTED ON CARD

COPY

Cannon Beach, Ore
November, 14, 47

OFFICE COPY

Sec. of State
Salem, Oregon

Dear Sir:

To the State of Oregon notice hereby is given that the undersigned, L. R. Gerritse, Sr. has a claim for Caterpillar work in the sum of $1, 920.00 — nineteen hundred twenty dollars, against the Bond taken from J. B. Maginnis for the work of State Highway Contract No. 2749 which covers clearing of the right of way for the Circle Bridge-Hug Point section of the Oregon Coast Highway.

Yours truly,

L. R. GERRITSE, SR.

ENDORSED- File No. 3097
Filed November 17, 1947
EARL T. NEWBRY, Secretary of State

RECEIVED
DEC 2 1947
FOR FILING

E180-21

November 28, 1947

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

This will acknowledge receipt of your letter of November 18, 1947, to which were attached three copies of a claim filed by L. E. Gerritse, Sr. in the amount of $1920.00 against the bond taken from J. R. Maginniss in connection with our highway contract No. 2749 for clearing right of way for the Circle Bridge-Hug Point Section of the Oregon Coast Highway.

Thank you for your prompt attention to this matter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

NOTED ON CARD
11-28-47 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 18, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We received and filed as of November 17th, a notice of claim by L, R, Gerritse, Sr., for caterpillar work in the sum of $1,920.00 against the bond taken from J. R. Maginnis for work on State Highway Contract No. 2749, for clearing right of way for Circle Bridge-Hug Point section of the Oregon Coast Highway. State File No. 3079.

Enclosed are three copies of the claim for your records. Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

RECEIVED
NOV 28 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1947
FOR FILING

F 0-21

R. H. Baldock

November 26th, 1947

FINAL COST ANALYSIS
Clearing
J. R. Maginnis, Contractor
J. H. Scott, Resident Engineer

Circle Bridge-Hug Point
Contract #2749

Oregon Coast Highway
Prefix 4-1051

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing	All				$130,136.22	$116,000.00
Extra Clearing	1.77	Acre	$872.63	$600.00	1,544.56	1,062.00
Felling Danger Trees	3,056.1	Sq. Ft.	0.55	1.00	1,680.86	3,056.10
Sale of Salvaged Logs	Miscellaneous Expense				9,571.72	19,908.79
					$142,933.36	$140,026.89

Total Cost	$142,933.36
Gross Revenue	140,026.89
Net Loss	$2,906.47

Net Loss Equals 2.1% of Gross Revenue

Circle Bridge-Hug Point

Detail of Cost

Labor:		
Supervision (J. R. Maginnis, 12 Mos. at $300.00)	$3,600.00	
Labor	68,216.54	
State Industrial Accident Insurance	3,399.71	
Social Security	682.17	
Unemployment Insurance	2,046.50	
		$77,944.92
Equipment Rental & Miscellaneous Expense:		
Equipment Rental (Owned)	$10,668.00	
" " (Hired)	16,885.45	
Gas, Oil & Grease	3,172.80	
Explosives	1,951.59	
Rigging (50% of Cost)	2,050.57	
Materials for Burning (Tires, Goop & Oil)	5,928.82	
Misc. Supplies & Small Tools	5,564.71	
Move In, Freight & Cartage (97.8% of Cost)	2,118.60	
Public Liability Insurance	207.95	
P.U.C.	90.60	
Bond	896.25	
Office & General Overhead	5,381.23	
		55,416.72
Additional Expense Incurred by Logging Merchantable Timber:		
Haul Road Construction Material	$698.51	
Right of Way	25.00	
Loading Logs	1,466.85	
Hauling "	6,053.98	
Rafting "	567.70	
Scaling "	84.68	
Stumpage	675.00	
		9,571.72
Total Cost		$142,933.36

Clearing Costs Per Acre

Of the 164 acres total area the existing highway contained 15 acres, and the actual area requiring clearing was 149 acres.

Item	Quantity	Unit	Unit Bid	Unit Cost	
Clearing	149	Acre	$778.50	$873.39	
Labor Cost Per Acre				516.83	59.1%
Equipment Rental				182.06	20.9%
Miscellaneous				174.50	20.0%
				$873.39	100%

The cost of falling, bucking and yarding the salvaged logs has not been included in the cost shown for that item as those operations were charged to the clearing work.

Circle Bridge-Hug Point

Remarks:

This contract, which required the clearing of a 7.41-mile section of the Oregon Coast Highway, was bid on October 29th, 1945; work was started on November 14th, 1945, and the project was completed on September 19th, 1947.

Clearing consisted of approximately 164 acres in mountainous terrain and through an area which had been logged off a number of years ago. The original timber was large spruce, of which many snags and dead trees were left standing. There were a great number of down logs and a heavy stand of brush. On a 1-mile section on the north end of the project there was a thick stand of second growth hemlock.

Power saws were used for falling and bucking, and holes for splitting logs with explosives were bored with power drills. From one to three cats of various sizes equipped with dozers yarded and piled logs. Two light weight donkeys were also used for yarding and piling logs in cold decks. In order to burn the cold decks of green hemlock a motor driven 12-inch blower equipped with flexible hose was installed and air mixed with fuel oil was forced into the base of the log piles. Quantities of old tires, magnesium compound and fuel oil were used throughout the job on burning operations.

The contractor's loss on this project was due largely to his own lack of experience in this type of work; to the wet ground conditions occasioned by the prolonged rainy season, which hampered the tractor equipment; and to the high labor cost. The men who had previously been employed by the contractor on his logging operations, such as riggers, equipment operators and fallers, were paid at a very high scale, ranging from $2.00 to $3.00 per hour. However, the sale of salvaged logs helped reduce the loss on the clearing work.

The contractor was unable to complete the project on the originally specified date of June 30th, 1946, and continued the work until winter weather caused him to shut down on November 1st, 1946. He did not resume work until August 4th, 1947, in order to allow the debris to become thoroughly dry. He then completed his burning within a 6 weeks period.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
NOV 28 1947
FOR FILING

F180-21

November 25,1947

Maryland Casualty Company
Baltimore 3, Md.

Gentlemen:

You are hereby notified that State Highway Contract No. 2782 for clearing on Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County, has been completed by the contractor, J.R.Maginnis, and that final payment in the amount of $1,201.18 is ready to be made on or after December 5, 1947, however, at your request our auditing department has been notified to withhold this payment until your approval has been received.

There is still one claim against this contract, of which you have been previously notified, for rental of a tractor to the contractor, from August 4 to August 30, 1947, by Mr. L.E. Garrison.

For your information we wish to advise that the total contract amount is $120,118.10 and that no force account work was performed therein. This contract was completed on September 19, 1947 and accepted by the Commission on October 21, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Strong & Co., Agent
Meyer Bldg.
Portland 5, Oregon

NOTED ON CARD
11-25-47 GL

RECEIVED
NOV 17 1947
FOR FILING

F-180 (21)

November 17, 1947

Maryland Casualty Company
Yeon Building
Portland 4, Oregon

Attention: Mr. S. W. Walters
Acting Manager

Dear Mr. Walters:

Reply is made to your letter of November 11 concerning the disposition of final payment to J. R. Maginnis from the State Highway Commission in connection with Mr. Maginnis' contract, No. 2749, for clearing the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County. I note your request that the check for the balance due Mr. Maginnis be mailed to you for deliver to Mr. Maginnis when the claim of Mr. Gerritse has been satisfied.

Previously I received a letter from Mr. A. K. Thompson, Manager of the company, requesting us to hold up final payment in connection with this contract pending investigation of Mr. Gerritse's claim. That is what we are doing now.

Under the circumstances I see no reason for making any change. We can place the check in safe keeping here in our office and when the Gerritse claim has been satisfied, and we are furnished a receipt from Mr. Gerritse, we will then be glad to forward the check as we may be directed by Mr. Maginnis and you. I trust this procedure meets with your approval.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec

Contract No. 2749 - J.R.Maginnis

10-23-47 Surety (Mr.Thompson) telephoned request that final payment be held up pending investigation of Mr. Gerritse's claim.
10-24-47 Recd. letter from surety verifying above request.
10-24-47 Acknowledgement of above letter from surety - advised them that our auditing department had been notified not to make any further payment to contractor until their approval had been received.
10-24-47 Recd. from surety copy of release of claim of the Columbia Oil Co., in the amount of $994.66.

by the State and we have been in touch with Mr. Maginnis, having had several conferences with him in connection with the Gerritse claim. If possible, we would no request that you forward to this office the check payable to J. R. Maginnis for the balance due him under his contract which we will hold and assist him in securing a release from Mr. Gerritse so as to finally wipe out all claims against this contract.

We would be pleased to hear from you with reference to our request.

Yours very truly,

S. W. Walters

S. W. Walters, Acting Manager

SWW/bjm

ANSWERED
H. B. GLAISYER

RECEIVED
NOV 12 1947
OREGON
STATE HIGHWAY COMMISSION

MARYLAND CASUALTY COMPANY

STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT

PORTLAND CLAIM DIVISION

A. K. THOMPSON, MANAGER
YEON BUILDING. PORTLAND 4, OREGON

47-36 Bond, 144-47 Cont.
J. R. Maginnis

November 11, 1947

Oregon State Highway Commission
Salem, Oregon

ATT: Mr. H. B. Glaisyer, Secretary
RE: Contract No. 2749 - J. R. Maginnis

Gentlemen:

There is still one claim pending on this contract, namely that of Mr. Gerritse which we are hoping to dispose of within the very near future.

It is our understanding that the job has now been accepted by the State and we have been in touch with Mr. Maginnis, having had several conferences with him in connection with the Gerritse claim. If possible, we would no request that you forward to this office the check payable to J. R. Maginnis for the balance due him under his contract which we will hold and assist him in securing a release from Mr. Gerritse so as to finally wipe out all claims against this contract.

We would be pleased to hear from you with reference to our request.

Yours very truly,

S. W. Walters

S. W. Walters, Acting Manager

SWW/bjm

ANSWERED
H. B. GLAISYER

RECEIVED
NOV 12 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 14 1947
FOR FILING

F-180-(21)

November 13, 1947

Mr. J. R. Maginnis
Meyer Bldg.
Portland 5
Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 19 days, from September 1 to September 19, 1947, within which to complete your contract No. 2749 for clearing on the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Mason

NOTED ON CARD
11-13-47 gl

RECEIVED
NOV 6 1947
FOR FILING
F-180(21)

October 31, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of October 29, 1947, containing inquiry concerning the length of the Circle Bridge-Hug Point Section, Project No. F-180 (21).

Please be advised the only equation in stationing effecting the length of the project is Station 433+21 = 437+02.37. Accordingly, the correct length of the project is 7.412 miles and the length shown in the agreement estimate is incorrect.

Also, your attention is called to the above equation being shown incorrectly on the profile on plan sheet number 14.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWN:GS

RECEIVED
FOR FILING
F-180(21)

October 31, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of October 29, 1947, containing inquiry concerning the length of the Circle Bridge-Hug Point Section, Project No. F-180 (21).

Please be advised the only equation in stationing effecting the length of the project is Station 433+21 = 437+02.57. Accordingly, the correct length of the project is 7.412 miles and the length shown in the agreement estimate is incorrect.

Also, your attention is called to the above equation being shown incorrectly on the profile on plan sheet number 14.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWN:GS

RECEIVED
FOR FILING
OREGON DISTRICT
F-180(21)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 29, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Form PR-47-A forwarded with Mr. Williams' letter of October 22 for Oregon Project F-180(21), Circle Bridge - Hug Point.

Total project length of 7.412 miles indicated on the form does not check the length of 7.408 miles used in the project agreement estimate dated February 1, 1946.

The length of 7.412 takes into consideration the equation 433+21 equals 433+02.57 on sheet 14 of the plans, but this equation is excluded in computing the project agreement length of 7.408 miles.

There also being two other different equations shown at Station 433, advice is requested as to whether the correct project length is 7.412 miles.

Very truly yours,

T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

RECEIVED
OCT 30 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 27 1947
FOR FILING

F 180-21

Files

Salem, Oregon
October 24, 1947

Mr. M. K. Hawke
Chief Accountant
State Highway Department
Building

Dear Mr. Hawke:

We are attaching hereto a copy of a letter from the Maryland Casualty Company. In compliance with the statement in the last paragraph of their letter we request that no further payments be made to Mr. J. K. Magimmis under contract No. 2749.

We have asked the Maryland Casualty Company to advise us as soon as the claim has been settled so that payment to Mr. Magimmis may be made.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

VAQ:dr
Enc.

NOTED ON CARD
10-24-47 gl

October 24, 1947

Maryland Casualty Company
Yeon Building
Portland 4, Oregon

Attention: A. E. Thompson, Manager

Gentlemen:

This will acknowledge receipt of your letter of October 23, regarding the claim of Mr. L. K. Carritse against J. R. Magimmis on contract No. 2789 for clearing work on the Cirele Bridge-Hug Point Section of the Oregon Coast Highway in Clatsop County.

We are pleased to know that the claim of the Columbia Oil Company in the amount of $994.66 has been settled.

In compliance with your request in regard to the Carritse claim we are today writing to our auditing department and requesting that no further payment be made to Mr. Magimmis on the above contract until we have received your approval. Please advise us as soon as this claim has been satisfied so that payments to Mr. Magimmis may be made to him.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

10-24-47 gc

MARYLAND CASUALTY COMPANY

STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT

PORTLAND CLAIM DIVISION

A. K. THOMPSON, MANAGER
YEON BUILDING. PORTLAND 4, OREGON

47-36 Bond, 144-47 Cont.
Columbia Oil Company
J. R. Maginnis

October 23, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Thanks very much for forwarding us Mr. Maginnis' check of $2,852.44 at our request.

We arranged for the payment of the claim of the Columbia Oil Company of $994.66 as evidenced by the attached release.

As you know, we now have an additional claim by L. K. Garritse mentioned in your letter of October 14.

This office has not had an opportunity to see Mr. Garritse at Seaside to ascertain the exact amount of this claim or the circumstances of it, however, Mr. Maginnis tells us that there will be an adjustment due between he and Mr. Garritse who rented him the Caterpillar tractor. It seems that Mr. Garritse owes Mr. Maginnis some amount for logs taken from Mr. Maginnis' operations. I believe you told me by telephone today that you thought Mr. Garritse's claim amounted to about $600.00.

You also told me that the final retention payments of some $1200.00 had not been paid to Mr. Maginnis as yet, therefore, I asked, and renew that request now, that you make no further payments to him without our knowledge. In the meantime we will try to iron out the Garritse claim so that the retention can be paid and everyone will be satisfied.

Thanking you in advance for this and past favors I am,

Yours very truly,

A. K. Thompson

A. K. Thompson, Manager

RECEIVED
OCT 24 1947
COMMISSION

AKT/m
CC: Bonding Claim Div.
CC: San Francisco Cl. Div.

10-24-47 gk

R E L E A S E

In consideration of the sum of Nine hundred ninety-four and 66/100 Dollars ($994.66), the receipt of which is hereby acknowledged, COLUMBIA OIL COMPANY, hereinafter called the Claimant, does hereby release and forever discharge the MARYLAND CASUALTY COMPANY of BALTIMORE, MARYLAND, and J. R. MAGINNIS, from any and all claims under bond dated November 2, 1945 wherein J. R. MAGINNIS is Principal, STATE OF OREGON Obligee, and MARYLAND CASUALTY COMPANY, Surety, and said Claimant does hereby release and forever discharge said MARYLAND CASUALTY COMPANY and J. R. MAGINNIS from any and all liability for labor and/or materials furnished said Principal and/or used in connection with the performance of the contract described in the aforesaid bond.

Witness the signature and seal of said claimant this 22 day of October, 1947.

COLUMBIA OIL COMPANY

By: John Young VP
Title

Witness
Attest

Title

RECEIVED
OCT 16 1947
FOR FILING
F-180(21)

October 14, 1947

Maryland Casualty Company
C. M. Pratt, Agent
Yeon Building
Portland 4, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission today received noticed from L. A. Carritse, Cannon Beach, Oregon, that he has a claim against J. R. Magimnis for rental of a Caterpillar tractor used in connection with Mr. Magimnis' contract, No. 2749, for clearing the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County.

Mr. Carritse advises that his Caterpillar tractor was rented to Mr. Magimnis from August 4 to August 30, 1947, and that he has not been paid for this service.

This information is given you since the Maryland Casualty Company appears as surety on the bond furnished by Mr. Magimnis in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HDG:ec

cc - Mr. J. R. Magimnis
Mayer Building
Portland 5, Oregon

NOTED ON CARD
10-14-47 gl

Files

REFERRED TO
Mrs Lewis
BY SECRETARY
wait claim a card

October 14, 1947

Mr. L. K. Garritse
Cannon Beach
Oregon

Dear Mr. Garritse:

Reply is made to your letter of October 10 concerning your claim against J. R. Maginnis for the rental of a Caterpillar tractor from August 4 to August 30, 1947, used by Mr. Maginnis in connection with his clean up work on the Oregon Coast Highway at Cannon Beach.

The contract to which you refer is State Highway Contract No. 2749 which covers clearing of the right of way for the Circle Bridge-Hug Point Section of the Oregon Coast Highway.

In connection with this job, as for all state highway contracts, the State Highway Commission required Mr. Maginnis to furnish a surety bond to guarantee satisfactory completion of the project and payment of claims arising out of the work. This bond is offered to you for the protection of your claim. It was written by the Maryland Casualty Company, for whom C. M. Pratt, Yeon Building, Portland 4, Oregon, is the local representative. I would suggest that you file notice of your claim with this company, which, I am sure, will investigate it and see that the claim is paid if ih considers that it is a legitimate one, which, no doubt, it is.

I would also suggest that you file notice of your claim with the Secretary of State in conformity with the provisions of the statutes covering such matters. I enclose a mimeographed copy of the Oregon Law with respect thereto.

You will note in reading this law that the bond furnished by the contractor may be held responsible and liable for the payment of claims incurred in connection with the job if notice of the claim is filed with the Secretary of State prior to the expiration of a period of six months from date of completion of the project and acceptance of it by the State Highway Commission, in the case of state highways. This job was completed by the contractor on September 19, 1947, but has not been formally accepted by the State Highway Commission, although I anticipate that action to that end will be taken by the Commission at its meeting next week.

Respectfully yours,

NOTED ON CARD
10-14-47 JR

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec
Enc.

ANSWERED
K. C. GEISYER
NOTE TO dwt
DATE 10/14

Camon Beach, Ore
Oct_10_47

State Hi-way Dept.
Salem, Oregon

Dear Sirs:

This letter is in regard to the clearing contract which Jos Magenis had, beginning at Camon Beach junction and ending at Hug Point south of Camon Beach.

In finishing his work this summer Mr. Magenis rented my Caterpillar from Aug 4-47 to Aug 30-47.

To date I have not heard from Mr. Magenis and I am wondering if the work has been accepted by the State Hi-way dept. If so can you tell me how I can collect my Caterpillar rent.

Yours Truly
L. K. Gerritse

NOTED ON CARD
10-20-47 gl

RECEIVED
OCT. 9 1947
FOR FILING

F-180 (2)

Files

October 8, 1947

Maryland Casualty Company
Knox Building
Portland 4, Oregon

Attention: Mr. A. K. Thompson
Manager

Dear Mr. Thompson:

This will acknowledge receipt of your letter of October 6, 1947, requesting that the next estimate, which will be approximately $2,852.44 be mailed directly to your office, payable to Mr. J. R. Maginnis, in order that the claim of the Columbia Oil Company in the amount of $994.66 against Mr. Maginnis for products furnished him in connection with State Highway Contract No. 2749 for clearing the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County, may be satisfied satisfactorily.

I am referring your letter to the Auditing Department which will be glad to comply with your request.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. G. H. Maison - Attention Mr. D. B. Taylor

This is the matter that I phoned you about on Monday of this week. Will you please see that this particular check is sent direct to the bonding company.

H.B.G.

NOTED ON CARD
10-8-47 gf

REFERRED TO
BY SECRETARY

Miss Lewis
note this on the card.
H.B.G.

MARYLAND CASUALTY COMPANY

STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT

PORTLAND CLAIM DIVISION

A. K. THOMPSON, MANAGER
YEON BUILDING, PORTLAND 4, OREGON

47-36 Bond
144-47 Cont.

October 6, 1947

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

A few days ago we received your letter of September 30 regarding this Columbia Oil Company claim of $994.66 which we had previously discussed with you.

Mr. Maginnis states that this is the only outstanding claim and to prevent complications, such as our stopping payments to him, he agrees that the next estimate, which I believe will be about $2852.44 and which will be paid in a few days, be mailed to this office payable, of course, to him.

We ask that you please make a special note to comply with this request.

Very truly yours,

A. K. Thompson,
Manager

AKT/vb
cc: Bonding Claim Div.

I authorize the above.

J. R. Maginnis
By D. F. Maginnis

RECEIVED
OCT 8 1947
OREGON
STATE HIGHWAY COMMISSION

10-6-47, jl.

RECEIVED
OCT 1 1947
FOR FILING

F-180 (21)
#2749

September 30, 1947

Maryland Casualty Company
Strong & Co., Agent
Mayer Bldg.
Portland 5, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to J.R. Maginnis a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2749 for clearing on the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County. This payment, which is in the amount of $2,852.44, reduces the amount of the retained percentage to 1% of the total amount earned by the contractor, or the sum of $1,201.18. The present payment to the contractor will be made on or after October 10, 1947.

There is a claim filed against this project by the Columbia Oil Company, of which you have been previously notified, in the amount of $994.66.

This notice is given you because our records show that the Maryland Casualty Company is surety on the bond furnished by J.R. Maginnis, in connection with the above mentioned contract. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

NOTED ON CARD
10-3-47 EL

RECEIVED
FOR FILING
F-180(21)

September 25, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of September 23, 1947 requesting our concurrence in the further extension of time to September 19, 1947 to J. E. Maginnis, contractor on Oregon Federal Aid Project No. F-180(21), the Circle Bridge - Hug Point Section of the Oregon Coast Highway.

This is the fourth extension requested for this contractor and a resume of our records are as follows:

Contract awarded October 30, 1945, Time limit June 30, 1946.
1st Extension - June 30, 1946 to September 30, 1946.
2nd Extension - September 30, 1946 to December 31, 1946.
3rd Extension - December 31, 1946 to August 31, 1947.

On November 2, 1946 the contractor discontinued work and apparently did not start up again till about August 1, 1947, some nine months off the project. However, we were not advised by you of the starting date in 1947 so that our estimate of August 1, 1947 may not be exactly correct.

In view of the difficulties encountered by the contractor, we considered the first three extensions as justified and so advised. However, in view of the contractor's lack of performance during 1947 when this final clearup could have been accomplished, we do not believe any further extension without penalty is justified.

We will therefore recommend the further extension of nineteen days to September 19, 1947, but with the understanding that so far as Federal funds are concerned, the usual penalty for this last or fourth extension will not be waived.

Very truly yours,

NOTED
W. C. WILLIAMS

WILLIAMS ✓

T. H. DAVIS
District Engineer.

ORIGINAL REFERRED TO H. G. SMITH.

RECEIVED
SEP 26 1947
FOR FILING

F-180(-D)

-2749

September 24, 1947

Maryland Casualty Company
C. M. Pratt, Agent
Yeon Building
Portland 4, Oregon

Gentlemen:

I enclose for your information a copy of a notice that has been filed in the office of the Secretary of State by Columbia Oil Company, Astoria, against the bond taken from J. R. Maginnis and the Maryland Casualty Company in connection with Mr. Maginnis' contract with the Highway Commission for the clearing of the Circle Bridge-Hug Point Section of the Oregon Coast Highway, Clatsop County, State Highway Contract No. 2749.

This notice has just been received from the Secretary of State's office, and it is forwarded to you for your information inasmuch as the Maryland Casualty Company appears as surety on the bond furnished by Mr. Maginnis in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec 9/25
Enc.

cc - Mr. J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

Mr. Maginnis:

Attached is a copy of the claim as filed in the Secretary of State's office.

NOTED ON CARD

9-24-47

H. B. Glaisyer

September 24, 1947

Hon. Robert S. Farrell, Jr.
Secretary of State
Capitol Building

Dear Mr. Farrell:

This is to acknowledge receipt of your letter of September 23 enclosing three copies of a claim of the Columbia Oil Company against the bond taken from J. R. Maginnis and the Maryland Casualty Company for material furnished Mr. Maginnis in connection with his contract No. 2749 with the Highway Commission for clearing the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County, said claim being in the amount of $994.66.

Thank you for sending us these copies.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec

ROBERT S. FARRELL JR.
SECRETARY OF STATE
SALEM, OREGON

September 23, 1947

ACKNOWLEDGED
H. B. GLAISYER

Mr. H. B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by Columbia Oil Company for materials furnished in the sum of $994.66 against the bond taken from J. R. Maginnis, principal, and Maryland Casualty Company, surety, for work on State Highway Contract No. 2749 in clearing Circle Bridge-Hug Point section of the Oregon Coast Highway in Clatsop County, file No. 3093.

Enclosed are three copies of the claim for your information and filed.

Kindly acknowledge receipt of the copies.

Very truly yours,

Robt S Farrell Jr

Secretary of State

F:FL

ENC.

NOTE TO Maryland Cas Co cc to Maginnis
DATE 9/24

RECEIVED
SEP 24 1947
OREGON
STATE HIGHWAY COMMISSION

COPY

COLUMBIA OIL COMPANY

Distributors of
Standard Oil Company's
Fuel Oil
Diesel Oil
Stove Oil

5th & Astor ' phone 560
ASTORIA, OREGON

September 17, 1947

State of Oregon
Highway Commission
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned Columbia Oil Company has a claim for petroleum products in the sum of $994.66 against the bond taken from J. R. Maginnis and the Maryland Casualty Company for the work on State Highway Contract No. 2749, and is described as clearing Circle Bridge - Hug Point section of the Oregon Coast Highway in Clatsop County,

Very truly yours

COLUMBIA OIL COMPANY

Y:u

By JOHN YOUELL V.P.

OFFICE COPY

ENDORSED- File No. 3093
Filed September 23, 1947
ROBERT S. FARRELL, Secretary of State

RECEIVED
SEP 24 1947
FOR FILING

F-180-21
#2749

September 23, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time, from September 1, 1947, to September 19, 1947, on Contract No. 2749, Sirsle Bridge-Hug Point Section of the Oregon Coast Highway, F 180 (2) to J. R. Hagimis, contractor.

You had previously approved an extension of time to August 31, 1947 on this project. However, due to an unusual amount of wet weather and the impossibility of hiring capable men, the additional 19 days were required to complete this project.

I recommend that this extension be granted without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc: H. G. Smith

RECEIVED
SEP 29 1947
FOR FILING

F-180(21)

September 22, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 19, 1947, on Contract No. 2749, Circle Bridge-Hog Point Section, in connection with Federal Aid Project No. F-180 (21).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

KMD:MM

RECEIVED
SEP 23 1947
FOR FILING

F-180(21)

#2749

Salem, Oregon
September 22, 1947

Materials Report (Form PR-47-A)
Contract 2749, Prefix 4-1051

Mr. J. H. Scott
Resident Highway Engineer
Kelmlem, Oregon

Dear Sir:

According to information submitted, the Circle Bridge-Rog Point Section, Project No. F-180 (21), was completed on September 19, 1947.

We, therefore, are enclosing two copies of Form PR-47-A which are to be filled out as soon as possible. When properly filled out, please return one copy of this report direct to this office, retaining the second copy for your files.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

KHC:EM

Encl.

RECEIVED
SEP 22 1947
FOR FILING

F180(21)

September 22, 1947

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 19, 1947, on Contract No. 2749, Circle Bridge-Hog Point Section, in connection with Federal Aid Project No. F-180 (21).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

XHD:EM

Form E-1—SM—4-47

F-180-21

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 20th, 19 47

Section Cirole Bridge-Hug Point

Highway Oregon Coast

Contractor J.R.Maginnis

Date of contract October 30th, 19 45

Date work started November 14th, 19 45

Amount of contract . . . . . $ 119500.00

Kind of work clearing only

Section prefix 4-1051 F180(21)

Contract number 2749

Date of completion June 30th, 1946

Estimated date of completion Sept 19th, 19 47

Per cent of time elapsed 280. %

Estimated cost of completed project, exclusive of engineering . . . . . $ 126,000.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 10951.61, 9.16 %

Date project was completed Sept 19th, 19 47

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Mr Maginnis himself came down last week end and worked over Sunday and completed work on Friday morning. Final estimate completed and sent in to Salem.

One mile of line to rerun at station 425-488. Painted stakes to replace ordinary ones and right of way markers to set out where clearing limits on this contract did not go as far out as the R/W

NOTED
H. G. SMITH

SEP 22 1947

RECEIVED
SEP 22 1947
Office of
DIVISION ENGINEER
DIVISION NO. 3

NOTED
E.A. PEARCE

Signed J.H. Scott

Address Nehalem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING clearing only	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.41				
Miles partially completed					
Miles completed	7.41				
Total estimated quantities					
Estimated quantities moved or placed to date	100%				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

Sept	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sat 13	clear		
Sunday	"		
Monday	"		
Tuesday	light rain		
Wednesday	fair		
Thursday	clear		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
AUG 14 1947
FOR FILING

F-180-21
2749

August 13, 1947

Mr. J. R. Magirwin
217 Mayer Building
Portland 5, Oregon

Dear Sir

Reports indicate that you have moved in some equipment for finishing the plowing on the Gaunon Bench job but have not actually started work.

The season for which you have been waiting is getting short and I must insist that you finish this work immediately.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. C. Smith
P. D. Bacon

RECEIVED
APR 7 1947
FOR FILING

Files

MARYLAND CASUALTY COMPANY

STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT

OREGON OFFICE
YEON BUILDING PORTLAND 4, OREGON
PHONE ATWATER 3351

THOR A. BERGSTROM, MANAGER
R. A. TORMGENSEN, SPECIAL AGENT

F- 180-21

April 2, 1947

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer
Secretary

RE: Bond No. 600926 - J. R. Maginnis
State Highway Contract No. 2749

Gentlemen:

This will acknowledge your letter of March 18th, with reference to the claim of Columbia Oil Company, Astoria, against this contractor.

I have discussed this matter with Mr. Maginnis, and I am informed that a partial payment has been made, and that the small balance remaining will no doubt be liquidated very shortly.

I understand that there is a difference of opinion as to the correctness of this account.

Yours very truly,

Thor A. Bergstrom, Mgr.
Oregon Office

TAB/eo

NOTED ON CARD
4-3-47 gs

REFERRED TO
BY SECRETARY
noted on card
and file letter in pers. files.
WWS

RECEIVED
APR 3 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 19 1947
FOR FILING

F-180 (21)

March 18, 1947

Columbia Oil Company
5th & Astor Streets
Astoria, Oregon

Attention: Mr. D. F. Mitchell, Manager

Dear Mr. Mitchell:

This acknowledges your letter of March 14, just received, requesting information as to the procedure to be followed in the filing of a claim against J. R. Maginnis, contractor on state highway work.

To give you the information desired, I enclose a mimeographed copy of the state law with respect to such matters. You will note on the first page thereof that your claim should be filed with the Secretary of State in a form substantially the same as mentioned therein. Such filing shall be made prior to the expiration of a period of six months after completion of the contract and acceptance of it by affirmative action of the State of Oregon, in this instance by the affirmative action of the State Highway Commission. Unless that is done, the bond furnished by the contractor is automatically relieved of obligation.

The contract to which you refer is State Highway Contract No. 2749 and is described as clearing Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County. Mr. Maginnis filed with the State Highway Commission a corporate surety bond to guarantee satisfactory completion of the project and payment of claims incurred in connection therewith. This bond was written by the Maryland Casualty Company, for whom C. M. Pratt is the local agent with offices in the Yeon Building, Portland. I would suggest that you take up this matter with the agent of the bonding company as well as filing your claim with the Secretary of State. In the event you do not secure satisfaction from the bonding company or the contractor you still have recourse to the courts.

In conformity with our usual practice, I am today notifying the bonding company of your claim and also advising the contractor that your claim has been filed in this office.

According to latest information available in this office, Mr. Maginnis has not completed the contract, although we anticipate that the work will be finished by August 31, 1947.

NBG:ec
Enc.

Respectfully yours,

cc - Mr. Ralph Eggstaff

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
3-18-47
ec

March 18, 1947

Maryland Casualty Company
C. M. Pratt, Agent
Yeon Building
Portland 4, Oregon

Gentlemen:

In conformity with the usual practice, this letter is to inform you that the Commission today received information from the Columbia Oil Company, Astoria, that it has an unpaid account against J. M. Maginnis, contractor for clearing the Circle Bridge-Hog Point Section of the Oregon Coast Highway, in Clatsop County, State Highway Contract No. 2749.

This information is given you inasmuch as you appear as surety on the bond furnished by Mr. Maginnis in connection with this work.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

EBG:ce

cc - J. M. Maginnis
Mayer Building
Portland 5, Oregon

Mr. Ralph Eggstaff

NOTED ON CARD
3-18-47

COLUMBIA OIL COMPANY

DISTRIBUTORS OF
STANDARD OIL COMPANY'S
FUEL OIL
DIESEL OIL
STOVE OIL

5TH & ASTOR · PHONE 560
ASTORIA, OREGON

March 14, 1947

State Highway Commission

Salem, Oregon

Gentlemen:

Will you kindly outline procedure to lien account of J. R. Maginnis. We refer to Job #F180 (21) at Cannon Beach, Oregon which is apparently completed.

Payment in full for products used has not been received.

Please inform us as to the latest date that we may place a lien on this account.

Very truly yours,

COLUMBIA OIL COMPANY

By D F Mitchell
Manager

DM:pm

ANSWERED
H. B. GLASSER

RECEIVED
MAR 18 1947
OREGON
STATE HIGHWAY COMMISSION

F-180-21

R. H. Boldock

RECEIVED
FEB 8 1947
FOR FILING

Cost Analysis to January 1st, 1947
Clearing
J. R. Maginnis, Contractor
J. H. Scott, Resident Engineer

Circle Bridge-Hug Point
Contract #2749

Oregon Coast Highway
Prefix 4-1051

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing	97.8%				$127,161.08	$113,448.00
Extra Clearing	1.77	Acre	$872.63	$600.00	1,544.56	1,062.00
Felling Danger Trees	2,970	Sq. Ft.	0.55	1.00	1,633.50	2,970.00
Sale of Salvaged Logs					9,571.72	19,908.79
					$139,910.86	$137,388.79

Total Cost	$139,910.86
Gross Revenue	137,388.79
Net Loss	$2,522.07

Net Loss Equals 1.8% of Gross Revenue

NOTED
State Highway Engineer

FEB 1947

Circle Bridge-Hug Point

Detail of Cost

Labor:

Supervision (J. R. Maginnis, 12 mos. at $300.00)	$3,600.00	
Labor	66,531.31	
State Industrial Accident Insurance	3,323.88	
Social Security	665.31	
Unemployment Insurance	1,994.33	
		$76,114.83

Equipment Rental & Miscellaneous Expense:

Equipment Rental (Owned)	$10,568.00	
" " " (Hired)	16,285.45	
Gas, Oil & Grease	3,062.89	
Explosives	1,835.34	
Rigging (50% of Cost)	2,050.57	
Material for Burning (Tires, Goop & Oil)	5,928.82	
Misc. Supplies & Small Tools	5,514.71	
Move In, Freight & Cartage (97.8% of Cost)	1,974.20	
Public Liability Insurance	207.95	
P.U.C.	90.60	
Bond	881.10	
Office & General Overhead	5,824.68	
		54,224.31

Added Logging Expense:

Haul Road Construction Material	$698.51	
Right of Way	25.00	
Loading Logs	1,466.85	
Hauling "	6,053.98	
Rafting "	567.70	
Scaling "	84.68	
Stumpage	675.00	
		9,571.72

Total Cost $139,910.86

Circle Bridge-Hug Point

Remarks:

This contract, which required the clearing of a 7.41-mile section of the Oregon Coast Highway, was bid on October 29th, 1945; work was started on November 14th, 1945, and on January 1st, 1947, it was 98% completed.

Clearing consisted of approximately 164 acres in mountainous terrain and through an area which had been logged off a number of years ago. The original timber was large spruce, of which many snags and dead trees were left standing. There were a great number of down logs and a heavy stand of brush. On a 1-mile section on the north end of the project there was a thick stand of second growth hemlock.

Power saws were used for falling and bucking, and holes for splitting logs with explosives were bored with power drills. From one to three cats of various sizes equipped with dozers yarded and piled logs. Two light weight donkeys were also used for yarding and piling logs in cold decks. In order to burn the cold decks of green hemlock a motor driven 12-inch blower equipped with flexible hose was installed and air mixed with fuel oil was forced into the base of the log piles. Quantities of old tires, magnesium compound and fuel oil were used throughout the job on burning operations.

The contractor's loss on this project was due largely to his own lack of experience in this type of work; to the wet ground conditions occasioned by the prolonged rainy season, which hampered the tractor equipment; and to the high labor cost. The men who had previously been employed by the contractor on his logging operations, such as riggers, equipment operators and fallers, were paid at a very high scale, ranging from $2.00 to $3.00 per hour. However, the sale of salvaged logs helped reduce the loss on the clearing work.

The contractor suspended operations for the winter on November 15th, and the remaining cleanup and burning will probably be resumed when weather conditions permit.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
JAN 10 1947
FOR FILING

F 180-21

January 9, 1947

Mr. J. R. Magimnis
Mayer Bldg.
Portland 5, Oregon

Dear Sirs

The State Highway Commission, at its meeting on December 30, 1946, had under discussion your request for an extension of time of 245 days, from December 31, 1946 to August 31, 1947, within which to complete your contract No. 2749, for clearing on the Circle Bridge-Bay Point Section of the Oregon Coast Highway, in Clatsop County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action may not bear on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HDG:ce/gl

cc: F. D. Isaacs

RECEIVED
DEC 14 1946
FOR FILING

F.182-21

December 11th, 1946

Mr. R. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract 5742, Circle Bridge-Big Point Section of the Oregon Coast Highway, F 180(21), to J. E. McGinnis, contractor, from December 31, 1936 to August 31, 1947.

The contractor has completed approximately ninety-eight percent of this contract but still has a few scattered piles of logs to burn. Due to extremely wet weather this fall, he will be unable to complete the burning until the dry season next year. The contractor used every available means and has exerted all possible effort to complete the project. I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
DEC 13 1946
FOR FILING

F.180(21)

November 29, 1946

Maryland Casualty Company,
C. M. Pratt, Agent
Yeon Building
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to release a portion of retained percentage to J. R. Maginnis, on contract No. 2749, covering clearing on the Circle Bridge-Hag Point Section of the Oregon Coast Highway, in Clatsop County. This payment, in the amount of $5,438.10, will be made on or after December 9, 1946. The remaining retained percentage is $5,524.40.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
11-29-46 gl

RECEIVED
NOV 7 1946
FOR FILING

F-180-21

November 6, 1946

J. R. Hagbomb
Meyer Building
Portland 5, Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 29, 1946, granted you the extension of time requested, from September 30, 1946 to December 31, 1946, without penalty, in connection with contract No. 2749 for clearing work done on the Circle Bridge-Hog Point Section on the Oregon Coast Highway in Clatsop County.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

HMcJf
cc - P. D. Eaton

RECEIVED
OCT 2 1946
FOR FILING

F-180-21

September 30, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2749, Circle Bridge-Hug Point Section of the Oregon Coast Highway, F-180 (21) to J. R. McGinnis, contractor, from October 1, 1946, to December 31, 1946.

The delay in the completion of this contract is due to an unusual amount of wet weather during the current year which severely hampered the burning necessary on this project. The contractor has used every means to hasten this burning, including chemicals, blowers, and other apparatuses, and has put forth every effort to complete this project as soon as possible. I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc H. G. Smith

RECEIVED
AUG 17 1946
FOR FILING

F 180 - 21

August 16, 1946

Mr. Paul Farrens
Attorney at Law
First Federal Savings & Loan Building
Klamath Falls, Oregon

Dear Sir:

Reference is made to your letter of July 31, in which you advise that we are mistaken in the amount of right of way we own through your property five miles south of Gannon Beach. You are correct in your assumption, and the contractor has piled some of the logs which were on your property and burned them.

We will endeavor to leave the property in a presentable condition.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. H. G. Smith

FORM E-30 REV 2-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 7, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

We are attaching hereto copy of a report from Mr. J. H. Scott, pertaining to the encroachment of our contractor's forces on the property owned by Mr. Paul Farrens on the Circle Bridge-Hug Point Section of the Oregon Coast Highway in Clatsop County. This report pertains to information given by Mr. Farrens in his letter of July 31.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

REFERRED TO H G Smith By Chief Engineer

Please answer Farrens letter stating that this was an error and explain we damage, but if this damage will attempt with negotiations

FORM E-20 2SM 4-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Kobalem, Oregon,
August 5th, 1946

SUBJECT: R/W clearing

To: Mr F.D.Eason, Division Engineer,
Oregon State Highway Commission
Salem, Oregon,

AUG - 7 1946

Dear Sir:

In answer to a copy of a letter written by Mr H.C.Smith, Construction Engineer, to you on August 2nd and attaching a copy of a letter from Mr Paul Farrens about clearing stakes having been set outsid of the right of way through his property from station 436+40 to station 483+65. This was also mentioned by you over the phone Saturday.

When the contractor reached this area last winter with his clearing operations, I found that right of way had not been obtained beyond station 436+40. I then held up the contractor until right of way could be obtained on the East side 120 feet wide. On account of weather conditions, the contractor moved back to another part of the project and only recently moved back to this area. When he did move back, I told the field party that we now had the right of way and to stake the clearing lines. As we had discussed before, that no more right of way would be obtained on the West side South of station 436+40, it never occured to me that they would stake the 80 foot clearing lines as shown on the plans. However, they did and the contractor ran his bulldozer over the hillbetween these stations. The dozer worked about 50 feet out at the ends and out to 80 feet in the middle. No cutting of trees or brush has been done but the down logs have been pushed out and onto piles and burned. Some Sylal brush has been dug out and mashed down but not all. As soon as you phoned, the stakes were pulled in to 50 feet and the contractor notified to stay within these lines. The clearing was by no means completed out to 80 feet but the contractor has been running the bulldozer over the cut to the South end and crosses the pavement on plank to get up on the high cut East of the pavement as he cannot do it on the North end.

It was clearly an error, but no more work will be done. However, as the contractors lump sum bid calls for clearing the area out to 80 feet from center line and it is partly done so that we will have to pay him for it and as he has to move back there several times to complete other work, he can just as well finish it if Mr Farrens desires still recognising that the right of way lines are only 50 feet out from center line.

Yours truly,

J.E.Scott

Resident Engineer

RECEIVED
AUG 9 1946
FOR FILING

E 180-21

August 3, 1946

Mr. Paul Ferrens
Attorney at Law
First Federal Savings & Loan Building
Klamath Falls, Oregon

Dear Sir:

Reference is made to your communication of July 31 calling our attention to certain survey stakes which have been placed on your property at Cannon Beach. These stakes has been established for the purpose of clearing on the Circle Bridge-Hug Point Section of the Oregon Coast Highway.

I am, however, referring the matter to our Construction Engineer, Mr. H. O. Smith, and am asking him to make an investigation and furnish me with a report. As soon as I have received Mr. Smith's report I will be pleased to communicate with you further.

Very truly yours,

R. H. Baldock
State Highway Engineer

JMeiss

cc H. O. Smith

FORM E-30 25M 9-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2, 1946

SUBJECT:

To: Mr. F. D. Mason
Division Engineer
State Highway Department
L a b o r a t o r y

Dear Sir:

Herewith copy of a letter from Mr. Paul Farrens pertaining to the stakes which have been established for clearing on the Circle Bridge-Hug Point Section of the Oregon Coast Highway.

The section Mr. Farrens is referring to is on the ocean side of the highway between Stations 486+40 and 488+65. In checking the plans, it is noted that the right of way is only shown as being 50 feet at this point. However, the clearing lines on the plans are shown as 80 feet. If it be necessary to clear an 80-foot right of way on this particular section, kindly provide the necessary data so that we may secure the additional right of way from Mr. Farrens, or have some data whereby we might reach an agreement with him. In any case, do not permit the contractor to enter on Mr. Farren's property until this matter has been cleared up.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

cc R. H. Baldock

FARRENS & MAXWELL
ATTORNEYS AT LAW
FIRST FEDERAL SAVINGS & LOAN BUILDING
KLAMATH FALLS, OREGON

31 July 1946

PAUL FARRENS
RICHARD B. MAXWELL
CLAYTON J. BURRELL

State Highway Commission
Salem, Oregon

Gentlemen:

I have been advised that surveyors or engineers of the State Highway Commission have set stakes on my property approximately 5 miles south of the town of Cannon Beach, which stakes are located 30 feet inside my property line, and that they have made the statement that the stakes are set for the purpose of indicating an area which will be cleared of trees and shrubbery by the Highway Commission.

If you will examine your records you will see that the highway abutting my property is narrower than it is immediately to the north of my north boundary. You are warned not to proceed with any work on my property until and unless you have made the necessary arrangements with me. I think that probably these stakes were set on the theory that the right of way was as wide in the portion abutting my place as in the portion north of my place and that these stakes were set by mistake, but I do not wish the mistake to be carried out to its ultimate conclusion.

Very truly yours

Paul Farrens

PF:H

RECEIVED
AUG 1 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 3 - 1946
FOR FILING

F 180-21

July 3, 1946

Mr. J. R. Hagimis
Meyer Building
Portland 5, Oregon

Dear Sir:

The State Highway Commission, at it's meeting on June 26, 1946, granted you the extension of time requested, from June 30 to September 30, 1946, without penalty, in connection with contract No. 2748 for clearing on the Circle Bridge-Rye Point Section of the Oregon Coast Highway.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gleiayer
Secretary

gl

cc: F.D.Mason

RECEIVED
JUN 5 1946
FOR FILING

F 180-21

May 31st, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2940, Girvin Bridge-Siding Point Section of the Oregon Coast Highway, S-180 (21), to J. B. Hagimire, contractor, from June 30th, 1946 to September 30th, 1946.

The delay in the completion of this contract is due to the unusual amount of bullcook timber and the difficulty in burning it. I think the contractor has tried every means to hasten this burning, including all the chemicals used during the war. He has had experiments conducted by the Army Engineers and numerous types of fans, blowers and other appurtenances devised by himself, so that I would recommend the extension of time be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

B

cc to: H. G. Smith

MONTANA
OREGON
WASHINGTON F 180-21

RECEIVED
MAY 28 1946
FOR FILING

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

May 20, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon F-180(21), Circle Bridge-Hug Point Section of the Oregon Coast Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAY 32 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2 WASpr 7044

State Oregon

Federal Aid Project No. F-[illegible](21)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 19[illegible], a project statement, which was approved on the 5th day of October, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section [illegible] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 15th day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Eighty two Thousand, one hundred thirty and 00/00

dollars ($ 82,130.00) as the share of the United States payable under said act on account of Section [illegible] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 51, Laws 1929; Chap. 389, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 97+47.61 in the S.E. 1/4 Section 9, T-5-S., R-10-E., W.M. and Survey Station 462+6.79 in the NE 1/4 Section 18, T-4-S., R-10-E., W.M. No exceptions, length 7.102 miles, in Clatsop County, being Section ..... etc Oregon Federal A id project No. F-102(12) consisting of 7.102 miles of roadway and 22 bridges, each of more than 20 feet clear span, ... of a mile in length.

16—11379 GPO

DEPARTMENT
struction of said project have

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11379-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ..... of said project shall not in any event exceed the sum of ...Eighty two Thousand, one hundred thirty and 00/00... dollars ($ 82,130.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ...One hundred forty-three Thousand, four hundred fifty and 00/00... dollars ($ 143,450.00), the approved total estimated cost of Section ..... of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to ...The State Treasurer... (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ...Oregon... (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ...Chap. 529, Laws 1939... (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

10—11379-1 GPO

SAID PROJECT

labor and materials which

ect shall not in any event

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 17th day of May, 1946

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By A. W. Cleaveland
Member, State Highway Commission
(Title of officer)

By J. W. Stevenson
Member, State Highway Commission
(Title of officer)

Attest:-
By H. Bleasner
Secretary
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR
COMMISSIONER OF PUBLIC ROADS

By P. H. Wyman
Acting Commissioner of Public Roads.
Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11879

Form PRL 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. F-180(21)

State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 113,150.00 as the total estimated cost of said project, and the sum of $ 82,130.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Ore. / Washington, this 17th day of May one thousand nine hundred and forty-six

FEDERAL WORKS ADMINISTRATOR,
COMMISSIONER OF PUBLIC ROADS

By H. R. Bright
Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10189-1

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

RECEIVED
DEC 4 1946
FOR FILING

F-180(21)

May 15, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon F-180(21), Circle Bridge-Hug Point Section of the Oregon Coast Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH,
Division Engineer

Encls.

RECEIVED
MAY 24 1946
FOR FILING

F 180-21

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Circle Bridge-Hug Point Section, Project No. F-180 (21).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:GS
Encl.

Oregon State Highway Department

Federal Aid Project
No. F-150 (21)

SIUSLAW RIVER-NYE POINT SECTION
OF THE OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 1, 1946

All Required	Lands, Rights of Way, Easements, Etc.		$ 12,000.00
All Required	Clearing and Grubbing	$600.00	$ 116,000.00
5 acres	Extra Clearing	1.00	3,000.00
500 sq. ft.	Felling Danger Trees		500.00
	Subtotal		$ 119,500.00
	10% Engr. & Cont.		11,950.00
	Total		$ 131,450.00

Length 7.408 miles
Cost per mile $17,744.30

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Easements	$ 12,000.00	$ 5,880.00	$ 6,120.00
Clearing	131,450.00	76,250.00	55,200.00
	$143,450.00	$82,130.00	$61,320.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
APR 9 1946
FOR FILING

180-24

April 4, 1946

Elk Creek Light and Water Company Inc.
Cannon Beach, Oregon

Attention: Mr. L. D. Firebaugh

Gentlemen:

Please pardon the rather tardy reply to your letter of February 8, which was addressed to Mr. H. B. Glaisyer, Secretary of the State Highway Commission, concerning the relocation of the State Highway in the vicinity of the Stone and Greathouse Water System.

You are advised that this matter was referred to our Construction Engineer, Mr. H. G. Smith, and he recently made an investigation and advises that the dam of the Stone and Greathouse Water System encroaches slightly upon the highway right of way; however, he does not consider this encroachment sufficient to justify any additional expenditure to make changes.

He further advises that provisions are being made to take care of the individual water users by a system of pipes underneath the highway surface.

We trust that the above will answer your questions.

Very truly yours,

C. E. McCullough
Assistant State Highway Engineer

JM:EM

Jim:—

Will you reply as per Baldocks request. You might check the letter with HGS before sending it out.

COMMISSION

ONDENCE

16

REFERRED TO
McCullough
By Chief Engineer

Will you please reply

Dear Sir:

An investigation has been made of the request of L. D. Firebaugh of the Elk Creek Light and Water Company of Cannon Beach, Oregon, that the Highway Department contribute toward the extension of their water system in Cannon Beach to do away with the private Stone & Greathouse Water System.

Our investigation indicates that while the dam on the Stone & Greathouse Water System encroaches slightly on the highway right of way, we do not consider it sufficient infringement to justify any expenditure to furnish the owners with Elk Creek water.

As the population increases, without doubt Cannon Beach will have to consolidate the numerous small water systems and obtain water from a distant source. Until that is done, we are making provision for carrying the individual systems underneath the highway.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

FORM E-20 80M 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27th, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

REFERRED TO
McCulloch
By Chief Engineer
Will you please reply

Dear Sir:

An investigation has been made of the request of L. D. Firebaugh of the Elk Creek Light and Water Company of Cannon Beach, Oregon, that the Highway Department contribute toward the extension of their water system in Cannon Beach to do away with the private Stone & Greathouse Water System.

Our investigation indicates that while the dam on the Stone & Greathouse Water System encroaches slightly on the highway right of way, we do not consider it sufficient infringement to justify any expenditure to furnish the owners with Elk Creek water.

As the population increases, without doubt Cannon Beach will have to consolidate the numerous small water systems and obtain water from a distant source. Until that is done, we are making provision for carrying the individual systems underneath the highway.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ELK CREEK LIGHT & WATER CO., INC., CANNON BEACH, OREGON

Box 477

Feb. 8, 1946.

REFERRED TO
6 Encl X
By Chief Engineer
Please see me re this

Mr. H. B. Glaisyer, Secy.,
Oregon State Highway Comm., Salem, Ore.

Dear Mr. Glaisyer:

I have been told that the new highway "goes thru" or destroys the spring and reservoir of the Stone or Greathouse water system. It is located about 300 feet east of the present highway, about one fourth mile south of Brailier Road or Charles Hotel.

I realize their water supply will be protected someway, somehow, or arrangements made that will be mutually satisfactory to the Highway Commission and the water users.

The reason of my letter is; I tho't it might be to the best interest of all concerned if our present water main was extended further south, so as to furnish them water. It could be done without too great an expense. The main now ends at the S.E. corner of the Watren Hotel property,- about 6/10 of a mile north of the Stone or Greathouse Water System.

Mr. Grorge R. Mc Gee is familiar with the Stone reservoir, and water system, as well as the termination of ours. So, I am sending him a copy of this letter.

If the above suggestion is feasable or practical, I believe the costs or expense of the highway commission would be put to account destroying or replacing their system, if applied to ours would warrant the extension of a six inch water main.

Very truly yours,

ELK CREEK LIGHT AND WATER CO.,

BY L. D. Firebaugh

L. D. Firebaugh

LDF-elf
c c George R. Mc Gee.

ANSWERED
H. B. GLAISYER

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 29 1946
FOR FILING

180-21

Salem, Oregon
March 28, 1946

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

We are handing you herewith six copies of the proposed agreement between the State Highway Commission and the Pacific Power & Light Company which has to do with the removal and re-installation of certain facilities of the above company on the Circle Bridge-Hag Point Section of Highway U.S. 101 in Clatsop County.

Will you please have all six copies executed by the proper officials of the Pacific Power & Light Company and return them to this office.

Very truly yours,

C. R. McCullough
Assistant State Highway Engineer

JM:EM
Enclosures - 6

Misc. Corr.
#886

FORM S-30 REV 7-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1946

SUBJECT:

To: Mr. C. B. McCullough,

Office.

L

Dear Mr. McCullough:

In response to a request made by H. G. Smith I have prepared an agreement for the State and the Pacific Power & Light Company involving the removal and reinstallation of company facilities which are involved in the construction of the Circle Bridge-Hug Point Section of the Oregon Coast Highway in Clatsop County, and I enclose the original and six copies for your approval and ultimately for execution by the respective parties.

It is a bit unfortunate that we find it necessary to move pole lines onto the highway when we would like to have them off the highway, but that is what this agreement does.

Mr. Smith has ordered the prints which are to be attached to the agreement.

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.

RECEIVED
JAN 11 1946
FOR FILING

180-21

December 28, 1945

Fidelity and Deposit Company of Maryland
900-1-2-3 Failing Building
Portland 4, Oregon

Attention Mr. Clarence B. Porter

Gentlemen:

In Mr. Glaisyer's absence I am answering your letter of December 27, 1945, requesting the name of the company writing the bond covering a contract awarded to J. R. Maginnis by the State Highway Commission.

You do not give the number of the contract to which you refer, but I presume you mean Contract No. 2749 for the Circle Bridge-Hag Point Section of the Oregon Coast Highway in Clatsop County.

The bonding company writing the bond covering this contract is the Maryland Casualty Company, C. M. Pratt, Agent, with offices in the Yeon Building in Portland.

Very truly yours,

(Miss) Elizabeth Odle
Secretary to Mr. Glaisyer

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

HOME OFFICE - BALTIMORE 3

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

CLARENCE D. PORTER
MANAGER

900-1-2-3 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE
ATWATER 8441

Dec. 27, 1945

Mr. Herbert Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Joseph R. Maginnis, Logging Contractor

Dear Herb:

Would you advise me who wrote the bond covering the contract awarded the above party?

Holiday greetings to you and your good family and also to all in your office.

Very truly yours,

Clarence D. Porter
Manager

dn

RECEIVED
DEC 28 1945
STATE HIGHWAY COMMISSION

RECEIVED
NOV 24 1945
FOR FILING

180-21

November 21, 1945

Mr. J. R. Maginnis
Meyer Building
Portland 5, Oregon

Dear Sir:

Referring to your inquiry made to Mr. Klinger, Secretary to the Commission, concerning the Circle Bridge-Hog Point Contract, we have to advise as follows:

The provisions of the contract relative to payrolls are a requirement of the federal government and cannot be waived or changed in any respect. Employees must be paid weekly and certified copies of the payrolls must be submitted to the Resident Engineer for forwarding to federal officials. Payrolls must be made up on federal form P R A 17b furnished by the contractor. Most of the contractors purchase them from the publishers of the Daily Journal of Commerce in Portland. A copy of the form is enclosed for your information.

Burning permits from the State Forester will not be required for burning done prior to about May 15th, but must be obtained for any burning done subsequent to that time.

Two sets of the blueprint plans for the Circle Bridge-Hog Point Project are being supplied under separate cover.

J. H. Scott, Resident Engineer, at Nehalem, will represent us on this project and should be consulted with freely in regard to the requirements of the contract.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

RHG.

CC H. G. Smith
F. D. Bacon
J. H. Scott

SHP:GKD

RECEIVED
NOV 10 1945
FOR FILING

180-21

November 20, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on November 14, 1945, on Contract No. 2749, Siuslaw Bridge-Haig Point, in connection with Federal Aid Project No. 180 (21).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

J. Rhodes

RECEIVED
NOV 19 1945
FOR FILING

180-21

November 17, 1945

Mr. J. R. Maginnis
Mayer Building
Portland 5, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2749 which was awarded to you on October 30, 1945, by the State Highway Commission, covering Clearing on the Siuslaw Bridge-Haig Point Section of the Oregon Coast Highway, in Clatsop County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Sent by express 11-17-45
Recorded

RECEIVED
NOV 19 1945
FOR FILING

180-21

November 17, 1945

Maryland Casualty Company,
C. M. Pratt, Agent
Yeon Building
Portland 4, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2749, which was awarded to J. R. Maginnis by the State Highway Commission on October 30, 1945, covering Clearing on the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsop County.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Contract sent by Express 11-17-45 -
Record

RECEIVED 1945

FOR FILING

THOR A. BERGSTROM

110-21

MARYLAND CASUALTY COMPANY

STEWART McDONALD, CHAIRMAN OF THE BOARD AND PRESIDENT

OREGON SERVICE OFFICE
813 YEON BUILDING
PORTLAND
ATWATER 3351

November 6, 1945

REFERRED TO Miss Cowin BY SECRETARY to visit

State Insurance Commissioner
State of Oregon
Salem, Oregon

Re: Power of Attorney - C. M. Pratt

Gentlemen:

In further reference to my letter of yesterday, I am at this time attaching duly executed Power of Attorney granting me authorization for the executing of a bond on behalf of J. R. Maginnis in favor of State of Oregon in the amount of $119,500.00.

Will you be kind enough to call Mr. H.B. Glaisyer, Secretary, Oregon State Highway Commission, advising him that the attached form has been received by you.

Yours very truly,

MARYLAND CASUALTY COMPANY

C. M. Pratt
Special Agent

CMP/n
Encl
cc-Mr. H. B. Glaisyer

RECEIVED NOV 7 1945 OREGON STATE HIGHWAY COMMISSION

RECEIVED
OREGON
STATE HIGHWAY DEPARTMENT

MARYLAND CASUALTY COMPANY

STEWART McDONALD, CHAIRMAN OF THE BOARD AND PRESIDENT

THOR A. BERGSTROM
MANAGER

OREGON SERVICE OFFICE
813 YEON BUILDING
PORTLAND
ATWATER 3351

NOTED
H.B. GLAISYER

November 5, 1945

RECEIVED
NOV 6 1945
OREGON
STATE HIGHWAY COMMISSION

State Insurance Commissioner
State of Oregon
Salem, Oregon

Re: Power of Attorney - C. M. Pratt

Gentlemen:

Your office has on file, copy of Power of Attorney issued me by Maryland Casualty Company limiting my authority for the execution of bonds not to exceed $100,000.00

Under date of November 2nd, I had occasion to execute a Performance Bond for the clearing of 7.41 miles of highway right of way on the Circle Bridge - Hug Point Section of the Ofegon Coast Highway in Clatsop County, Oregon. The Performance Bond being in the amount of $119,500.00.

Mr. H. B. Glaisyer, Secretary, Oregon State Highway Commission, called this morning due to the fact that the amount of this bond exceeded my authority.

Prior to executing the Bid Bond, I had obtained authority from our San Francisco Office and immediately after Mr. Glaisyer telephoned this morning, I called our San Francisco office requesting that they send your department a special Power of Attorney granting me authorization to execute the bond in question.

Under the circumstances, I am quite confident that this special Power of Attorney will be in your hands not later than Wednesday morning. When it is received, will you kindly call Mr. Glaisyer.

Yours very truly,

MARYLAND CASUALTY COMPANY

C. M. Pratt
Special Agent

REFERRED TO
BY SECRETARY

hn
cc-Mr. H. B. Glaisyer

RECEIVED
NOV 2 1945
FOR FILING
180-21

November 1, 1945

Mr. J. R. Inglemin
414 Meyer Building
Portland, 5, Oregon

Dear Sir:

The State Highway Commission on October 30, 1945, awarded you the contract for Circle Bridge-Hog Point Section of the Oregon Coast Highway, in Clatsop County. This award was based on your low bid of $139,500.00, submitted on October 29, 1945.

As requested, your contracts were delivered to you at the Salem Office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By
H. H. Gladmyer
Secretary

cc:

cc: S.H.Frobert
S.S.Pierson

Recorded in Gen. Book

RECEIVED
NOV 2 1945
FOR FILING

184-21

October 31, 1945

Mr. J. R. Magienis
414 Mayer Building
Portland 5, Oregon

Dear Sir:

We are handing you today four copies of contract No. 2749, which was awarded to you by the State Highway Commission on October 30, 1945, covering Clearing on the Circle Bridge-Hwy Point Section of the Oregon Coast Highway, in Clatsop County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, Page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of executive dues hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Gleisner
Secretary

gl

Delivered in person to Wm. Magienis
11-1-45

RECEIVED
NOV 7 1945
FOR FILING

F 180-21

October 31, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing three copies each of right of way statement for Projects Nos. F-180 (21), FT-7 (3) and FT-248 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

F 180-21

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
MAY 2 1 1946
FOR FILING

October 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon F-180(21), Circle Bridge-Hug Point Section of the Oregon Coast Highway, to J. R. Maginnis, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 2 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1936
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

MONTANA
OREGON
WASHINGTON
F 180-21

October 24, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid project F-180(21), Circle Bridge-Hug Point Section.

The plans submitted with the P.S.& E. papers show the location in the vicinity of Cannon Beach, which varies considerably from that shown on the sketch map accompanying the project statement. It is, accordingly, requested that we be furnished with revised sketch maps showing the changes involved.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OCT 26 1945
OREGON
STATE HIGHWAY COMMISSION

F 180-21

MONTANA
OREGON
WASHINGTON

RECEIVED
MAY 2 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
DIVISION EIGHT

POST OFFICE BUILDING
PORTLAND 8, OREG.

October 15, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project F-180 (21), The Circle Bridge - Hug Point Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is your authority to advertise for bids.

Approval of the special provisions will not include the paragraph on alterations of details of construction on page 5 insofar as government fund are concerned.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OCT 1 1945
STATE HIGHWAY COMMISSION

September 11, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Circle Bridge-Hog Point Section, Project No. F-180 (21).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. F-180 (21)

SILETZ RIVER-HUG POINT SECTION OF THE OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 10, 1945

All Required	Lands, Rights of Way, Easements, Etc.			$ 12,000.00
All Required	Clearing and Grubbing			$130,000.00
3 acres	Extra Clearing		$850.00	4,250.00
500 sq. ft.	Felling Danger Trees		2.00	1,000.00
		Subtotal		$135,250.00
		10% Engr. & Cont.		13,525.00
		Total		$148,775.00
	Length		7.408 miles	
	Cost per mile		$20,083.01	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Easements	$ 12,000.00	$ 5,880.00	$ 6,120.00
Clearing	148,775.00	92,240.00	56,535.00
	$160,775.00	$98,120.00	$62,655.00

CIRCLE BRIDGE-HUG POINT SECTION

PROJECT NO. F-180 (21)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 29, 1945

CIRCLE BRIDGE-HUB POINT SECTION

PROJECT NO. F-180 (21)

While negotiations for rights of way are in progress, sixteen parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within thirty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 10, 1945

RECEIVED
SEP 17 1945
FOR FILING

F 180-21

September 15, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

In answer to your inquiry concerning the purpose of clearing F-180(21), Circle Bridge-Hug Point Section of the Oregon Coast Highway in advance of the grading, soil conditions on this section are very treacherous, with a number of possible slides in danger areas; therefore, we wish it cleared well in advance of the construction so a study can be made of preventative measures. It is practically impossible to afford a clear idea of the ground when it is covered with such a mass of vegetation as encumbers it at present.

While there is only one mile of grading construction set up on this section in the program at the present time, there is a considerable reserve not allocated, and we are hopeful that the prices will be somewhat less than anticipated. If this be true, the Commission has in mind the probability of allocating further funds to this section as it realizes the amount set up for the project is hardly commensurate with its importance.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI
cc Mr. H. G. Smith

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT~~
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

September 14, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of P.S.& E. papers covering proposed project F - 180(21), Circle Bridge-Hug Point Section of the Oregon Coast Highway, providing for 7.4 miles of clearing.

In the three-year postwar program approved by the Commissioner on May 29, 1945, only one mile is to be graded and surfaced and that mile is from Stations 97+48 to 150+00, or from the flat west of Wolf Creek Junction to the top of the hill. This leaves the most dangerous section, i.e., from the top of the hill to Cannon Beach, approximately Stations 150 to 201, for which apparently no improvement is contemplated within three years.

We are concerned that 7-1/2 miles will be cleared, but only one mile of which will be constructed, leaving 6-1/2 miles on which construction may not be undertaken for a number of years, at least not within the three-year period. In view of the climatic conditions pertaining to this section the delay of a number of years in construction would probably result in a heavy growth of brush and trees so that the purpose of opening up to permit the partial drying out of the located line would be largely lost.

In view of these circumstances we should be advised as to the future plans of the State with regard to the construction of the remaining 6-1/2 miles to be cleared. Our recommendation as to the clearing project, which would be stage construction, will be withheld pending receipt of the above desired information.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
SEP 15 1945
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Project

RECEIVED
SEP 13 1945
FOR FILING

F 180-21

September 11, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Circle Bridge-Hay Point Section, Project No. F-180 (21).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

Coast
Fed Aid
Div. or Project

MONTANA
OREGON
WASHINGTON

RECEIVED
APR 29 1945
FOR FILING

180-21

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

POST OFFICE BUILDING
PORTLAND 8, OREG.

April 28, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The preliminary detail plans for the Circle Bridge-Hug Point Section of the Oregon Coast Highway, in Clatsap County, have been reviewed and are considered satisfactory. The plans provide for the clearing of the project and are a portion of the work provided under Item No. 2 of the First Partial SPW Program.

The plans will be recommended for approval when satisfactory specifications and estimate and also the usual number of sets of the completed plans are furnished.

In approving a project consisting of clearing only, it would, of course, be necessary that the State commit itself to the construction of the grading and surfacing within a reasonable time.

Very truly yours,

W. H. LYNCH
Division Engineer

RECEIVED
APR 30 1945
OREGON
STATE HIGHWAY COMMISSION

NOTED
...Highway Engineer

Copies sent to Mr. Probert

13-8302 Lake Co. Line-Silver Cr.-Cinder Butte
Rock Prod., Central Ore. & Lakeview-
Burns Highways. 1945

#2750

RECEIVED
NOV 13 1946
FOR FILING

13-8302

November 15, 1946

Seaboard Surety Company,
C. A. Tomassene, Agent
Wilcox Building
Portland 4, Oregon

Dear Sir:

You are hereby notified that State Highway Contract No. 2750 for work on the Lake County Line-Silver Creek-Cinder Butte Section of the Central Oregon and Lakeview-Burns Highway, in Harney County, has been completed by the contractor, Sound Construction & Engineering Company, and that final payment in the amount of $930.77 will be made on or after November 25,1946.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $55,025.56 of which amount $189.80 represents the amount of force account items. This contract was completed on August 31, 1946 and accepted by the Commission on October 29,1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED [illegible]

11-13-46, gk

H. B. Glaisyer
Secretary

gl

RECEIVED
NOV 7 1946
FOR FILING
13-8302

November 6, 1946

Sound Construction & Engineering Co.
1403 West 45th Street
Seattle 7,
Washington

Gentlemen:

The State Highway Commission, at it's meeting on October 29, 1946, granted you the extension of time requested, from August 31, 1946 to September 17, 1946, without penalty, in connection with contract No. 8303 for furnishing crushed rock in stockpiles on the Lake County Lime-Silver Creek-Cinder Butte Section of the Central Oregon and Lakeview-Burns Highway in Harney County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler

RECEIVED
OCT 26 1946
FOR FILING

13-8302

October 25, 1946

Seaboard Surety Company,
C.A.Tomassoms, Agent
Wilcox Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Sound Construction & Engineering Company, on contract No. 2750, covering furnishing crushed rock in stockpiles on the Lake County Line-Silver Creek-Cinder Butte Section of the Central Oregon and Lakeview-Burns Highway, in Harney County. This payment, in the amount of $7,494.44, will be made on or after November 4, 1946. The retained percentage is $990.77.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
10-25-46 gl

Form E-1—SM—12-46

13-8302

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 12, 1946, 19

Section Lake Co. Line-Silver Creek-Cinder Butte — Kind of work Rock Production

Highway Central Oregon & Lakeview Burns — Section prefix 13-8302

Contractor Sound Construction & Engineering Co. — Contract number 2750

Date of contract October 30, 1945, 19 — Date of completion August 31, 1946, 19

Date work started June 24, 1946, 19 — Estimated date of completion , 19

Amount of contract . . . . . $ 31660. — Per cent of time elapsed %
EW & Rejects 900.

Estimated cost of completed project, exclusive of engineering . . Semi-final figures . . . . . $ 33068.06

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 1411, 4.34 % — Date project was completed Sept 17, 1946, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate submitted to the Bend division office on Tuesday.

All cleanup work has been completed except the removal of a gas pump, some oil barrels and two large oil tanks, at the quarry site.

NOTED
RAY WEDECK

NOTED
E. A. PEASE

Final report

H. W. LILLY

RECEIVED
OCT 14 1946
OFFICE OF
CONSTRUCTION ENGINEER

J. G. SMITH

Signed A A Jones

Address 1290-Wall St BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
			30		
Miles in project					
Miles partially completed			30		
Miles completed			10000		
Total estimated quantities			1251.9	Rejects	
Estimated quantities moved or placed to date			1205.8	Cr. Rock	
Average daily quantities			208.3	49 days operation	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUN 4 1946
FOR FILING

13-8302

May 31, 1946

Sound Construction & Engineering Company
1403 West 45th Street
Seattle 7, Washington

Gentlemen:

We contemplate letting a contract for the use of the material on your Lake County Line-Silver Creek-Cinder Butte job in the immediate future and wish again to impress upon you the necessity for the immediate production of materials. This road was badly weakened by the Army maneuvers in 1943 and cannot go over another winter without the use of much of your material for resilling.

As I recall, you promised to be in production before this time. Please give me an immediate report of your plans.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI
cc Mr. H. G. Smith
Mr. Wm. E. Chandler

RECEIVED
APR 8 1946
FOR FILING

13-8302

April 8, 1946

Sound Construction & Engineering Co.
1403 West Forty-fifth Street
Seattle 7, Washington

Attention Mr. Ivan W. Breuanbach

Gentlemen:

The specifications and contract agreement which you signed for the Lake County Line-Silver Lake-Cinder Butte Rock Production Project provide under Article 7-2, "Prosecution of Work," that you will start work within twenty calendar days after the contract and bond are submitted to you. Provision is also made by which the Department can secure material from your operations prior to the completion of the contract; therefore, the date of completion does not in any sense govern when you should start the project.

Material from this project will be needed during the summer's oiling; therefore, we must insist that the project be started immediately.

Very truly yours,

R. H. Baldock
State Highwey Engineer

cc Mr. H. G. Smith

SOUND CONSTRUCTION & ENGINEERING CO.

GENERAL CONTRACTORS
1403 WEST FORTY FIFTH STREET
SEATTLE, WASHINGTON
ZONE 7

TELEPHONE
MAIN 7317

OKEY J. GREGG . . . . PRESIDENT
THOMAS H. PAUL . . VICE-PRESIDENT
GALE O. WHITNEY . VICE-PRESIDENT
PETER KIEWIT . . . . . TREASURER
J. A. WICKMAN . . . . SECRETARY

April 2, 1946

RECEIVED
APR 3 1946
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. G. Smith
Construction Engineer

Dear Sir:

In reply to your letter of March 29, 1946, relative to our contract covering Lake County Line-Silver Creek-Cinder Butte Rock Production Project. We wish to advise that our present schedule calls for doing this job in July and August, which will permit us to complete this project well in advance of the completion date specified in our contract.

There is a possibility that our present progress on other work will allow us to begin work in Lake County at an earlier date, but we cannot give you a definite answer at this time.

We had hoped to get additional work in the eastern section of Oregon, thus making it feasible to move in a larger plant which would have been available at an earlier date; but due to change of specifications, requiring rejection at a specific stage of the crushing, which has been incorporated in subsequent projects in that section of the state, we will have to wait until our smaller plant is available.

Yours very truly,

SOUND CONSTRUCTION & ENGINEERING CO.

By Ivan W. Breunsbach
Ivan W. Breunsbach

IWB:efj

cc: File

RECEIVED
NOV 24 1945
FOR FILING

13-8302

November 23, 1945

Sound Construction & Engineering Co.
1403 W. 45th Street
Seattle 7, Washington

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2750 which was awarded to you on October 30, 1945, by the State Highway Commission, covering furnishing crushed rock in stockpiles on the Lake County Lava-Silver Creek-Cinder Butte Section of the Central Oregon and Lakeview-Burns Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Gleasyer
Secretary

el

Sent by Express

RECEIVED
NOV 10 1945
FOR FILING

EDWIN K. DAWSON
T. C. FIELD

DAWSON & FIELD
NORTHWEST GENERAL AGENTS
INSURANCE & BONDS

TELEPHONE MAIN 0679
TELETYPE SEATTLE 66

DEXTER HORTON BUILDING SEATTLE, 4, WASHINGTON

13-8302

November 6, 1945

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Sound Construction & Engineering Co., Contractor
Contract No. 2750 - Lake County Line-Silver Creek-Cinder Butte Section of the Central Oregon and Lakeview-Burns Highway, Harney County.

Gentlemen:

In accordance with the instructions of the Sound Construction & Engineering Co., we are enclosing four copies of Contract NO. 2750. These have been properly executed by the contractor, the surety, and an authorized resident agent, and are returned to you for approval by the State Highway Commission.

It is our understanding that you will return one copy to the contractor, and forward one copy to the surety. The address of the Seaboard Surety Company is 80 John Street, New York 7, New York.

Very truly yours,

DAWSON & FIELD

B. Playmen

bp
enc

cc: Sound Construction & Engineering Co.
Attn: Mr. Wickman

Read 11/9

RECEIVED
NOV 2 1945
FOR FILING

13-8302

November 1, 1945

Sound Construction & Engineering Co.,
1403 N. 45th Street
Seattle 7, Washington

Gentlemen:

We are sending you today, by express, four copies of contract No. 2750, which was awarded to you by the State Highway Commission on October 30, 1945, covering furnishing crushed rock in stockpiles on the Lake County Line-Silver Creek-Cinder Butte Section of the Central Oregon and Lakeview-Burns Highway, in Harney County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, Page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Contract sent by Express 11-1-45 -
Recorded in Dr. Book

RECEIVED
NOV 2 1945
FOR FILING

15-8302

November 1, 1945

Lound Construction & Engineer Company
3408 W. 48th
Seattle, Washington

Gentlemen:

The State Highway Commission on October 30, 1945 awarded you the contract for Lake County Line-Silver Creek-Cinder Butte Rock Production Project on the Central Oregon and Lakeview-Burns Highways , in Harney County. This award was based on your low bid of $31,660.00, submitted on October 30, 1945.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

EBSwgm

cc: E. E. Probert
H. S. Fenton

R.H. Baldock

RECEIVED APR 17 1947 FOR FILING

April 10th, 1947 NOTED State Highway Engineer

FINAL COST ANALYSIS

Madras-Juniper Butte Surfacing & Oiling The Dalles-California Highway
Contract #2751 J. N. & M. J. Conley, Contractors Prefix 16-1012-201 (46)
J. E. Morelock, Resident Engineer

39-3

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Selected Roadbed Top.	25,182.5	Cu. Yd.	$0.133	$0.30	$3,341.39	$7,554.75
Hauling " "	74,443.75	Yd. Mi.	0.041	0.09	3,036.35	6,699.94
4½"-2" Rock in Base	40,886	Cu. Yd.	1.455	1.75	59,889.13	71,550.50
3/4"-0 " " " and Shoulders	28,207	" "	1.636	1.90	46,504.34	53,593.30
Sprinkling	1,892.8	M-Gal.	1.81	2.75	3,426.20	5,205.20
Preparation of Base	10.41	Mile	165.00	175.00	1,717.65	1,821.75
Hauling & Placing Agg.	809	Cu. Yd.	1.29	1.35	1,043.61	1,092.15
Furnishing & Placing Aggregates	16,173	" "	2.36	2.70	38,168.28	43,667.10
Furnishing & Placing 121-150 Asphalt	1,044.02	Ton	26.25	26.50	27,405.53	27,666.53
Furnishing & Placing RC-3 Asphalt	145.71	"	26.80	27.00	3,905.03	3,934.17
PA #1, D-7 Tractor and Dozer	63	Hour	4.58	8.26	288.54	520.38
PA #2, 2½"-3/4" Cr. Rock in Stockpile	94.8	Cu. Yd.	1.36	1.60	128.93	151.68
PA #2, 1½"-3/4" Cr. Rock in Stockpile	34.3	" "	1.36	1.60	46.65	54.88
PA #2, 3/4"-½" Cr. Rock in Stockpile	244.9	" "	1.36	1.60	333.06	391.84
PA #2, ¼"-0" Cr. Rock in Stockpile	311.1	" "	1.36	1.60	423.10	497.76
PA #2, ½"-¼" Cr. Rock in S.P. (State-owned)	- 68.0	" "		1.60		- 108.80
PA #2, 3/4"-0" Cr. Rock in S.P. (State-owned)	260.6	" "	0.97	1.35	252.78	351.81
Force Account					112.50	112.50
					$190,123.07	$224,757.44

Gross Revenue	$224,757.44
Total Cost	190,123.07
Net Profit	$34,634.37

Net Profit Equals 15.4% of Gross Revenue

Detail of Cost

Labor:		
Supervision	$13,746.40	
Labor	42,206.18	
State Industrial Accident Insurance	2,744.36	
Social Security	489.40	
Unemployment Insurance	1,468.20	
		$60,654.54
Equipment Rental & Misc. Supplies:		
Equipment Rental	$59,970.00	
Rented Equipment	17,393.11	
Gas, Oil & Grease	10,249.14	
Explosives	5,718.25	
Drill Steel	597.24	
Water	277.40	
Freight and Cartage	1,005.84	
P.U.C. Fees	301.75	
Bond and Insurance	1,846.94	
Office and Miscellaneous	3,676.40	
		81,036.07
Work Done by Babler Brothers		48,432.46
Total Cost		$190,123.07

Breakdown of Crushing, Hauling and Street Costs

Item	Cost	Cu. Yd. Produced	Cost per Cu. Yd.
Move In and Install	$4,840.05	86,280 All Sizes	$0.056
Drill and Shoot	18,137.85	" " "	0.210
Load and Haul to Crusher	17,024.43	" " "	0.197
Crush	24,183.88	" " "	0.280
	Total Cost in Bunkers		$0.743
Hauling to Road & Stockpile	$53,203.33	" " "	$0.617
Street Work	$3,889.10	40,886 4½"-2"	$0.095
" "	7,778.20	28,207 3/4"-0"	0.276
" "	16,173.00	16,173 Min. Agg.	1.00

Total Cost on Road and in Stockpile

	4½"-2"	3/4"-0	Mineral Aggregates	S.P. Material
Rock in Bunker	$0.743	$0.743	$0.743	$0.743
Haul	0.617	0.617	0.617	0.617
Street Work	0.095	0.276	1.000	____
	$1.455	$1.636	$2.36	$1.360

Remarks:

This was a "Regular Federal Aid Project" which was bid and awarded to the contractor on October 29th, 1945. The project consisted of the placing of topping, the construction of a keyed base and the oiling of 10.41 miles of roadbed.

Construction was started November 12th, 1945, and completed June 26th, 1946.

Equipment used by the contractor consisted of a large portable crushing plant, 3/4 cu. yd. shovel, one D-8 tractor and dozer, wagon drill, six 8 to 10 cubic yard trucks, one water wagon, Adnun paver, 315 cubic foot compressor, #12 blade and miscellaneous shop equipment. Extra trucks were hired on a yard mile basis of $0.10 per yard mile as required.

This project was bid at a very low price by the contractor in comparison with bids received from the other bidders. During the course of the operations it became evident that the use of large, modern equipment in the quarrying and crushing operations would materially lower the cost of crushed materials in bunkers, and the use of Ford trucks rebuilt to carry from 8 to 10 cubic yards of material per load would cheapen hauling costs over previous jobs. Average production per operating hour for the plant averaged 120 cubic yards per hour and resulted in a low cost of $0.74 per cubic yard for all classes of material in the bunkers, while hauling costs averaged $0.082 per yard mile. Cost of hauling would have been still lower if the contractor could have performed all of the haul with company-owned trucks.

Oiling operations were performed by Babler Bros., using a combination of their own and the contractor's equipment.

This project was well handled, had very modern equipment, direct supervision by the contractor and low overhead and office costs. While bid at a low price the large volume of material produced per hour tended to lower costs and allowed the contractor a substantial profit.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
AUG 31 1946
FOR FILING

39-3

Aug. 31, 1946

General Casualty Company,
Healy & Company, Agents
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that state highway contract No.2751 for work on the Madras-Juniper Butte Section of The Dalles-California Highway, in Jefferson County, has been completed by the contractor, J.H. & M.J.Comley, and that final payment in the amount of $6,742.72 will be made on or after September 10, 1946.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $224,757.44, of which amount $112.50 represents the amount of force account items. This contract was completed on June 26, 1946 and accepted by the Commission on August 7, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

NOTED ON CAR:
8-31-46 gl

el

RECEIVED
AUG 8 19
FOR FILING

E-39-3

July 29, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed herewith are four copies of materials report, Form PR 47-A, as prepared by the engineer on Contract No. 2751, Madras-Juniper Butte Section in Jefferson County, Project No. F-39 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

JR:GS
Encl.

RECEIVED
AUG 1 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

7-39-3

August 1, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Project F-39(3), The Dalles-California Highway, Madras-Juniper Butte Section, was made by a representative of this office on July 18, 1946

Prompt submission of the final voucher will be appreciated.

Very truly yours,

[redacted]
T. M. DAVIS
District Engineer.
By

[redacted]

RECEIVED
AUG 2 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 24 1946
FOR FILING

37-3

July 24, 1946

General Casualty Company,
Dooly & Company, Agents
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J.H. and M.J.Conley, on contract No.2751, covering surfacing on the Madras-Juniper Butte Section of The Dalles-California Highway, in Jefferson County. This payment, in the amount of $11,570.02, will be made on or after August 3, 1946. The retained percentage is $6742.72.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glasgyer
Secretary

gl

NOTED ON CARD
7-24-46 JS

Form E-1—SM—9-44

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 13, 19 44

Section Madras-Juniper Butte

Highway The Dalles-California

Contractor J. N. & M. J. Conley

Date of contract ....., 19.....

Date work started 11 - 11 - 45, 19.....

Amount of contract . . . . . $.....

Estimated cost of completed project, exclusive of engineering . . . . . $.....

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date, $....., ... %

Kind of work Bit. Macadam Surfacing

Section prefix 16-1012

Contract number 2751 F 39 (3)

Date of completion ....., 19.....

Estimated date of completion ....., 19.....

Per cent of time elapsed ..... %

Date project was completed June 26, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final estimate to be submitted Mondy, July 15th.

Reports suspended with this one.

APPROVED
NOTED
E. A. PEASE
CONST. ENGINEER

NOTED
RAY WEBBER

E. G. SMITH

RECEIVED
JUL 15 1946
OFFICE OF

NOTED
H. W. LIBBY

Signed J. E. Morelock

Address Madras

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

MONTANA
OREGON
WASHINGTON
F 39-3
RECEIVED
2 . 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

May 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon F-39(3), Madras-Juniper Butte Section, The Dalles-California Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By L. J. Caufield
L. J. Caufield,
Principal Highway Engineer

Encl.

RECEIVED
MAY 27 1946
OREGON
STATE HIGHWAY COMMISSION

Jros

Form P. R. 2 WAS pr 7039

State Oregon

Federal Aid Project No. F-39(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 31 day of October, 1941, a revised project statement, which was approved on the 18th day of November, 1941, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [redacted] said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22d day of October 1945; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of One hundred forty-five Thousand and 00/00

dollars ($145,000.00) as the share of the United States payable under said act on account of [redacted] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 51, laws 1929; Chap. 529, laws 1929 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 16+58 at the intersection of Fifth and "J" Streets in the incorporated City of Madras and survey station 566+00 in the NE 1/4 of Section 32, T-12-S, R-13-E, W.M. except station 547+71.4 to station 548+28.6 No exceptions

, length 10.398 miles, in Jefferson County, being Project of Federal Aid project No. F-39(3), consisting of 10.398 miles of roadway and 22 bridges, [illegible] of more than 20 feet clear span[illegible]

[illegible].

16—11370 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11379-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ..... of said project shall not in any event exceed the sum of ..... One hundred forty-five Thousand and 00/00 ..... dollars ($ 145,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ..... Two hundred forty-eight ..... Thousand, nine hundred forty-one and 02/100 ..... dollars ($ 248,941.02), the approved total estimated cost of Section ..... of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ..... Oregon .....
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ..... Chap 529, laws 1939 .....
(Include reference to statute authorizing

..... funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

10—11879-1 GPO

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 17th day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By A. W. Schlaudt
Member, State Highway Commission
(Title of officer)

By W. H. Newman
Member, State Highway Commission
(Title of officer)

By Attest: H. B. Kearns
Secretary
(Title of officer)

By
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,
COMMISSIONER OF PUBLIC ROADS

By H. S. Upton
Assistant Commissioner of Public Roads.
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11379

POST OFFICE BUILDING

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. F-39(3) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 248,941.82 as the total estimated cost of said project, and the sum of $ 145,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, Portland, Ore. this 17th day of May one thousand nine hundred and forty-six

[redacted] COMMISSIONER OF PUBLIC ROADS

By [redacted]
[redacted] Public Roads
Division Engineer
U. S. Public Land Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10130-1

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 4 1946
FOR FILING

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT OFFICE~~
Division 8

May 15, 1946

F-39(3)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon F-39(3), Madras-Juniper Butte Section of the Madras-Prineville Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

RECEIVED
MAY 16 1946
FOR FILING

39-B

May 14, 1946

Cross Referenced To
Materials
Crushed Rock

J. M. and M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

Our attention has been called to the fact that you have been selling a considerable amount of crushed rock in the vicinity of Culver.

You are aware this is strictly against the regulations of the State Highway Commission without authority from the State Highway Engineer, and I must request that you stop this practice at once and furnish an immediate explanation as to the amount which you have sold and the reasons for selling the same.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. Wm. E. Chandler
Mr. J. E. Marelock

May 14, 1946

Madras Sand & Gravel Company
Box 865
Madras, Oregon

Attention: Mr. C. K. Babcock

Gentlemen:

I wish to thank you for calling our attention to the fact that J. N. and M. J. Conley are selling rock in the vicinity of Culver. This is entirely unauthorized and will be stopped immediately.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. Wm. T. Chandler
Mr. J. K. Morelock

RECEIVED
1946

MADRAS SAND & GRAVEL CO.
Box 865,
Madras, Oregon.

May 7, 1946.

REFERRED TO
H. G. Smith
By Chief Engineer

Mr. R. H. Baldock,
State Highway Enginner,
Salem, Oregon.

Dear sir:

When the Connelly crusher was set up near the town of Culver to crush material for the State road, we tried to purchase several thousand yards of crushed rock, but were turned down. The Resident Engineer informed us that the rock being crushed was State owned and could not be sold to individuals.

Since that time, Mr. Connelly has delivered many loads of this material to the residents of Madras and nearby towns and has sold the material to other truckers who have sold the material to individuals. When we asked him if he now had permission to sell the material to residents so that we could now buy the crushed rock, he refused to sell to us because there is a sign on our truck reading "Madras Sand & Gravel Co."

NOTED
H. G. Smith

Could you advise the proper procedure for seeking redress from this unfair competition? A list of individuals who have purchased the crushed rock can be furnished.

Very truly yours,

L. F. Babcock

RECEIVED
MAY 3 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 21 1946
FOR FILING

F 39-3

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Madras-Juniper Butte Section, Project No. F-39 (3).

Very truly yours,

R. E. Baldock
State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department — Federal Aid Project No. F-39 (3)

MADRAS-JUNIPER BYPASS SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN JEFFERSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 1, 1946

IN/NEAR MADRAS

54' Roadway (Sta. 16+78 to 34+50)

1,300	cu. yds.	Selected Roadbed Topping	$ 0.30	$ 390.00
4,800	yd. mi.	Hauling Roadbed Topping	0.09	432.00
2,200	cu. yds.	4½" - 2" Rock in Base	1.75	3,850.00
1,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.90	2,280.00
80	M-gals.	Sprinkling	2.75	220.00
0.34	miles	Preparation of Base	175.00	59.50
800	cu. yds.	Hauling and Placing Aggregates	1.35	1,080.00
300	cu. yds.	Furnishing and Placing Aggregates	2.70	810.00
66	tons	Furnishing and Placing 121-150 Asphalt	26.50	1,749.00
10	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	27.00	270.00
		Subtotal		$11,140.50
		10% Engr. & Cont.		1,114.05
		Total		$12,254.55
		Length	0.343 mile	
		Cost per mile	$35,727.55	

22' Roadway (Sta. 34+50 to 47+19)

700	cu. yds.	Selected Roadbed Topping	$ 0.30	$ 210.00
2,400	yd. mi.	Hauling Roadbed Topping	0.09	216.00
1,100	cu. yds.	4½" - 2" Rock in Base	1.75	1,925.00
930	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.90	1,803.00
60	M-gals.	Sprinkling	2.75	165.00
0.24	mile	Preparation of Base	175.00	42.00
370	cu. yds.	Furnishing and Placing Aggregates	2.70	999.00
22	tons	Furnishing and Placing 121-150 Asphalt	26.50	583.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	27.00	108.00
		Subtotal		$ 6,053.00
		10% Engr. & Cont.		605.30
		Total		$ 6,658.30
		Length	0.240 mile	
		Cost per mile	$27,742.91	

OUTSIDE SIDE

22' Roadway (Sta. 47+19 to 566+00)

24,800	cu. yds.	Selected Roadbed Topping	$ 0.30	$ 7,260.00
69,000	yd. mi.	Hauling Roadbed Topping	0.09	6,210.00
39,200	cu. yds.	4½" - 2" Rock in Base	1.75	68,600.00
27,850	cu. yds.	3/4" - 4" Rock in Base and Shoulders	1.90	52,915.00
1,860	M-gals.	Sprinkling	2.75	5,115.00
9.83	miles	Preparation of Base	175.00	1,720.25
14,830	cu. yds.	Furnishing and Placing Aggregates	2.70	40,041.00
892	tons	Furnishing and Placing 121-150 Asphalt	26.50	23,638.00
134	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	27.00	3,618.00
			Subtotal	$209,117.25
			10% Engr. & Cont.	20,911.72
			Total	$230,028.97

Length of Roadway	9.815 miles
Length of Bridge (Sta. 347+71.4 to 348+28.6)(Exception)	.011 mile
Total Length	9.826 miles
Cost per mile, Roadway	$23,410.23

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Inside Modern			
(Sta. 16+38 to 34+50)	$ 12,254.55	$ 7,138.00	$ 5,116.55
(Sta. 34+50 to 47+19)	6,658.30	3,878.00	2,780.30
Outside Slab			
(Sta. 47+19 to 566+00)	230,028.97	133,984.00	96,044.97
	$248,941.82	$145,000.00	$103,941.82

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, laws 1920; Chap. 329, laws 1939
State Funds for Maintenance: Chap. 329, laws 1939

RECEIVED
FOR FILING

F 39-3

April 15, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work on the Madras-Juniper Butte Section of The Dalles-California Highway, Contract No. 2751, in connection with Federal Project No. F-39 (3).

The surfacing was left on this block in Madras for winter use, and is now being brought to grade under Force Account. There is no grading item in this contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS

Encl.

MONTANA
OREGON
WASHINGTON

RECEIVED
MAR 11 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

F 39-3

March 8, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of March 1st relative to approval of Price Agreement No. 1 on Oregon Project F-39(3), Madras - Juniper Butte.

There is enclosed herewith an approved copy of this price agreement which inadvertently was not mailed to you.

Very truly yours,

T. M. DAVIS
District Engineer.

Encl.

RECEIVED
MAR 9 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 7 1946
FOR FILING

F 29-3

March 1, 1946

Mr. W. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We wish to call your attention to Prime Agreement No. 1 on the Madras-Juniper Butte Section of The Dalles-California Highway in Jefferson County, F. A. Project No. F-39 (3).

This agreement was sent to your office for approval on January 24. To date we have had no word concerning it. We are waiting approval from your office before forwarding copies of the agreement to our engineers in the field and to the contractor.

An early notification of approval would be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

DMP:GS

RECEIVED
MAR 4 1946
FOR FILING

F 39-3

March 1, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We wish to call your attention to Price Agreement No. 1 on the Madras-Juniper Butte Section of The Dalles-California Highway in Jefferson County, F. A. Project No. F-39 (3).

This agreement was sent to your office for approval on January 24. To date we have had no word concerning it. We are waiting approval from your office before forwarding copies of the agreement to our engineers in the field and to the contractor.

An early notification of approval would be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS

RECEIVED
FOR FILING

January 24, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing, for your consideration and approval, six copies of Price Agreement No. 1, in connection with Federal Aid Project [redacted] (3), on the Madras-Juniper Butte Section of The Dalles-California Highway in Jefferson County, Contract No. 2751.

The sidewalk grading in Madras is referred to on page 13 of the special provisions. Work at the other locations is to increase sight distance and decrease hazards at intersections.

Very truly yours,

C. H. McCullough
Assistant State Highway Engineer

DBP:GS

Encl.

RECEIVED
JAN 14 1946
FOR FILING

39-3

January 10th, 1946

Mr. Hester Sumner, Recorder
City of Madras
Madras, Oregon

Cmtx.2751

Dear Sir:

With reference to your letters concerning the widening of the highway between F and G streets in Madras.

Our records show that on October 13th, 1942, Mr. Cutler and Mr. Pence attended a meeting of the City Council relative to a request that we widen the east side of the highway sufficient to permit the construction of a sidewalk by the City or the property owners. It was suggested at this meeting that the City would secure easements for additional widening on the west side as a place for the disposal of the material and to afford room for a pathway or sidewalk along the edge of the fill. The engineers reported this request to the Highway Commission, with the result that we included provision for the excavation for the sidewalk on the east side of the street, but the work has been held up until it was definitely known whether you wish to dispose of it on the west side of the street, which will, of course, require the additional easement.

On August 23rd, 1945, you addressed a letter to Mr. Chandler saying you had secured easements for widening between F and G streets if a paved retaining wall were built. Mr. Libby investigated this during the absence of Mr. Chandler and reported that you expected the State to build a full width street, including sidewalk, and attempt to hold the slope to a 1:1 by what you call a light retaining wall.

I do not feel that the State is under any obligation to construct a full width street in this portion of Madras, since the type of construction and the effect of the construction on the abutting property were fully explained to the property owners before the route was changed from the west side of town to the main street. Neither do I believe that a fill constructed on a 1:1 slope can be held by any such method as you propose. It is difficult to hold rock

on a hil slope, and it is impractical to restrain any other material without an expensive type of retaining wall. At the time the road was graded we would have made a wider roadbed had we been able to obtain slope easements on the three lots beneath the fill. However, we were unable to do so, but we did construct a pathway along the toe of the fill to serve the three houses adjacent. These houses are now served better by the pathway already in, which leads toward town on a level grade, than they would be were the fill widened and steps constructed down to them. Therefore, I cannot recommend the expenditure of a considerable sum of money which seems unwarranted.

However, the next time I am in Ukiah I will contact you and discuss the question fully on the ground.

Very truly yours,

R. H. Baldock
State Highway Engineer

H

cc to: H. G. Smith

...y with

Council Meets on 2d Tuesday of Each Month

City of Madras

MADRAS, OREGON

RECEIVED
JAN 7 1946
OFFICE OF
...NGINEER

January 4 1946

Mr R. H. Baldock

State Highway Engineer,

Salem, Oregon

REFERRED TO
H G Swan
By Chief Engineer

Dear Mr Baldock:--

With further reference to our letter of December 14 , 1945 and your reply under date of December 26th.

Our letter did not have reference to the East side of this road but referred to former correspondence with west side where the City secured easements and it was agreed by some of your representatives as the writer understands it, the highway department would widen west side out and make a light retaining wall and sidewalk with concrete steps down to each of the residences between F and G streets.

You have had representatives here two or three times to discuss this construction. Now however, we have not heard anything further nor has anything been done.

This is to ask you when we may expect results?

Yours very truly

City of Madras,

Nestor Seaman

Nestor Seaman Recorder.

RECEIVED
JAN 7 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 27 1945
FOR FILING
Canal
Projects
Municipal

Madras

December 26, 1945

Mr. Hester Seamon, Recorder
City of Madras
Madras, Oregon

Dear Sir:

Your letter of December 14 has been referred to me for answering.

The contract for the Madras-Juniper Butte Section provides that the contractor is to do the grading work to provide a sidewalk on the east side of the graded road between Stations 26 and 28+50.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. O. Smith

Jefferson---A Little County with a Big Future"

Council Meets on 2d Tuesday of Each Month

City of Madras

MADRAS, OREGON

RECEIVED
DEC 20 1945
CITY OF MADRAS

December14 945

State Highway Dept.
Bend,Oregon

Gentlemen:—

Attention Mr Chandler;

Council meeting December 11th 1945
I was instructed to follow up the question of easement on Fifth street as promised by your department some time ago.

What is being done now? May we expect something on this in near future?

Yours very truly

City of Madras
Nestor Seaman
Nestor Seaman, Recorder

NOTED
C. G. SMITH

Sept: Jean
David has
seen the map
you submitted
to us
Hill

RECEIVED
10 1945
FOR FILING

39-3

November 20, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on November 11, 1945, on Contract No. 2751, Madras-Juniper Butte, in connection with Federal Aid Project No. 39 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

J. Rhodes
GKD

RECEIVED
NOV 19 1945
FOR FILING

39-3

November 17, 1945

General Casualty Company of America,
Dooly & Company, Agents
Board of Trade Building
Portland 4, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2751, which was awarded to J. H. & M. J. Comley by the State Highway Commission on October 30, 1945, covering surfacing on the Madras-Juniper Butte Section of The Dalles-California Highway, in Jefferson County.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. H. Gleisner
Secretary

el

Contract sent by Express 11-17-45
Recorded

RECEIVED
19 1945
FOR FILING

39-3

November 17, 1945

J. H. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2751 which was awarded to you on October 30, 1945, by the State Highway Commission, covering Surfacing on the Madras-Juniper Butte Section of The Dalles-California Highway, in Jefferson County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Gleasyer
Secretary

gl

contract sent by Express 11-17-45
Recorded

RECEIVED
1945
FOR FILING

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
OVERNIGHT TELEGRAM		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

FILES

COPY OF WESTERN UNION TELEGRAM

RECEIVED
NOV 7 1945
FOR FILING

COLLECT

SALEM, OREGON
NOVEMBER 7, 1945

JOHN D. WILKIE
THE OHIO OIL COMPANY
LOVELL, WYOMING

REPTL ADDRESS J. N. & M. J. CONLEY, 4332 N. E. ROYAL COURT, PORTLAND 13, OREGON.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

H B GLAISYER SECY=
OREGON STATE HIGHWAY COMMISSION SALEM ORG=

TELEGRAM 5TH PLEASE WIRE COMPLETE ADDRESS J N AND M J CONLEY PORTLAND LOW BIDDERS MADRAS JUNIPER BUTTE SECTION=
THE OHIO OIL CO JOHN D WILKIE=

RECEIVED
NOV 7 1945
FOR FILING

ANSWERED
H. B GLAISYER

GLAISYER=5 J N M J

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
NOV 2 - 1945
FOR FILING

31-3

November 1, 1945

J. E. & M. J. Conley
4552 N. E. Rapid Court
Portland 13, Oregon

Gentlemen:

The State Highway Commission on October 29, 1945 awarded you the contract for Malheur-Juniper Butte Section of The Dalles-California Highway, in Jefferson County. This award was based on your low bid of $220,210.75, submitted on October 29, 1945.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HEC:gs

cc: S. E. Pethers
U. S. Peterson

F 39-3

MONTANA
OREGON
WASHINGTON

RECEIVED
MAY 24 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

October 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project F-39(3), Madras-Juniper Butte Section of The Dalles-California Highway, to J. N. & M. J. Conley, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 2 1945
OREGO.
STATE HIGHWAY COMMISSION

F 39-3

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
MAY 2 1946
FOR FILING

October 12, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project F-39(3), the Madras-Juniper Butte Section of The Dalles-California Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is your authority to advertise for bids, the bid opening to be on October 29, 1945.

With reference to pages 13 and 14 of the special provisions, it is noted that the clause pertaining to alterations in details of construction has not been revised. Our recommendation for approval is with the understanding that for increases or decreases of less than 25% we will not consider any changes in prices involving additional Federal funds.

In view of the small quantity involved, the use of 200 cu. yds. of State-owned stockpiled surfacing material as proposed will be approved.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OCT 1 1945
OREGON
STATE HIGHWAY COMMISSION

EIVED
2 4 1946
FILING

October 9, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with your request by telephone, we are enclosing seven copies of revised estimate to accompany plans and specifications for the Madras-Juniper Butte Section, Project No. F-39 (3), which estimate has been revised by reducing the length of roadway by the length of the bridge subsequently constructed on the project by the U. S. Reclamation Service.

Very truly yours,

C. D. McCullough
Assistant State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department — Federal Aid Project No. F 39(3)

MADRAS-CULVER NORTH SECTION

OF THE SALEM-CALIFORNIA HIGHWAY IN JEFFERSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 9, 1945

JEFFERSON MADRAS

34' Roadway (Sta. 16+7' to 34+50)

1,300	cu. yds.	Selected Roadbed Topping	$ 0.50	$ 650.00
4,800	yd. mi.	Hauling Roadbed Topping	0.12	576.00
2,200	cu. yds.	4" - 2" Rock in Base	2.25	4,950.00
1,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	2,880.00
80	M-gals.	Sprinkling	2.00	160.00
0.34	mile	Finishing Roadbed and Slopes	150.00	51.00
800	cu. yds.	Hauling and Placing Aggregates	1.50	1,200.00
300	cu. yds.	Furnishing and Placing Aggregates	3.15	945.00
66	tons	Furnishing and Placing 121-150 Asphalt	27.00	1,782.00
10	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	27.00	270.00
		Subtotal		$13,464.00
		10% Engr. & Cont.		1,346.40
		Total		$14,810.40
		Length	0.343 mile	
		Cost per mile	$ 43,179.00	

32' Roadway (Sta. 34+50 to 47+19)

700	cu. yds.	Selected Roadbed Topping	$ 0.50	$ 350.00
2,400	yd. mi.	Hauling Roadbed Topping	0.12	288.00
1,100	cu. yds.	4" - 2" Rock in Base	2.25	2,475.00
950	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	2,280.00
60	M-gals.	Sprinkling	2.00	120.00
0.24	mile	Preparation of Base	150.00	36.00
370	cu. yds.	Furnishing and Placing Aggregates	3.15	1,165.50
22	tons	Furnishing and Placing 121-150 Asphalt	27.00	594.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	27.00	108.00
		Subtotal		$ 7,416.50
		10% Engr. & Cont.		741.65
		Total		$ 8,158.15

		Length		0.249 mile
		Cost per mile		$33,992.29

OUTSIDE CITY

22' Roadway (Sta. 47+19 to 566+00)

24,889	cu. yds.	Selected Roadbed Topping	$ 0.90	$22,100.00
69,000	yd. mi.	Hauling Roadbed Topping	0.12	8,280.00
39,200	cu. yds.	4" - 2" Rock in Base	2.25	88,200.00
27,840	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	66,840.00
1,860	M-gals.	Sprinkling	2.00	3,720.00
9.83	miles	Preparation of Base	150.00	1,474.50
14,830	cu. yds.	Furnishing and Placing Aggregates	3.15	46,714.50
892	tons	Furnishing and Placing 171-150 Asphalt	27.00	24,084.00
134	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	27.00	3,618.00
			Subtotal	$293,031.00
			10% Engr. & Cont.	29,303.10
			Total	$322,334.10

Length of Roadway	9.813 miles
Length of Bridge (Sta. 547+71.4 to 548+28.6) (Exception)	.011 mile
Total Length	9.826 miles
Cost per mile, Roadway	$28,582.10

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Inside Radius			
(Sta. 16+38 to 34+58)	$ 14,810.40	$ 9,182.00	$ 5,628.40
(Sta. 34+90 to 47+19)	8,158.15	5,058.00	3,100.15
Outside City			
(Sta. 47+19 to 566+00)	280,534.10	173,930.00	106,604.10
	$303,902.65	$188,170.00	$115,332.65

Oregon State Highway Department — Federal Aid Project No. F 39(3)

MADRAS-JUNCTION RUTH SECTION

OF THE ALLIED-CALIFORNIA HIGHWAY IN JEFFERSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Oct

Salem, Oregon, August 29, 1945

INSIDE MADRAS

54' Roadway (Sta. 16+78 to 34+50)

1,300	cu. yds.	Selected Roadbed Topping	$ 0.50	$ 650.00
4,800	yd. mi.	Hauling Roadbed Topping	0.12	576.00
2,200	cu. yds.	4½" - 2" Rock in Base	2.25	4,950.00
1,200	cu. yds.	¾" - 0" Rock in Base and Shoulders	2.40	2,880.00
80	M-gals.	Sprinkling	2.00	160.00
0.34	mile	Finishing Roadbed and Slopes	150.00	51.00
800	cu. yds.	Hauling and Placing Aggregates	1.50	1,200.00
300	cu. yds.	Furnishing and Placing Aggregates	3.15	945.00
66	tons	Furnishing and Placing 121-150 Asphalt	27.00	1,782.00
10	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	27.00	270.00
			Subtotal	$13,464.00
			10% Engr. & Cont.	1,346.40
			Total	$14,810.40
		Length	0.343 mile	
		Cost per mile	$ 43,179.00	

32' Roadway (Sta. 34+50 to 47+19)

700	cu. yds.	Selected Roadbed Topping	$ 0.50	$ 350.00
2,400	yd. mi.	Hauling Roadbed Topping	0.12	288.00
1,100	cu. yds.	4½" - 2" Rock in Base	2.25	2,475.00
950	cu. yds.	¾" - 0" Rock in Base and Shoulders	2.40	2,280.00
60	M-gals.	Sprinkling	2.00	120.00
0.24	mile	Preparation of Base	150.00	36.00
370	cu. yds.	Furnishing and Placing Aggregates	3.15	1,165.50
22	tons	Furnishing and Placing 121-150 Asphalt	27.00	594.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	27.00	108.00
			Subtotal	$ 7,416.50
			10% Engr. & Cont.	741.65
			Total	$ 8,158.15

Length	0.240 mile	
Cost per mile	$33,992.29	

OUTSIDE CITY

22' Roadway (Sta. 47+19 to 566+00)

24,200	cu. yds.	Selected Roadbed Topping	$ 0.50	$12,100.00
69,000	yd. mi.	Hauling Roadbed Topping	0.12	8,280.00
39,200	cu. yds.	4" - 2" Rock in Base	2.25	88,200.00
27,850	cu. yds.	3/4" - 4" Rock in Base and Shoulders	2.40	66,840.00
1,860	M-gals.	Sprinkling	2.00	3,720.00
9.83	miles	Preparation of Base	150.00	1,474.50
14,830	cu. yds.	Furnishing and Placing Aggregates	3.15	46,714.50
892	tons	Furnishing and Placing 121-150 Asphalt	27.00	24,084.00
134	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	27.00	3,618.00
		Subtotal		$295,031.00
		10% Engr. & Cont.		29,503.10
		Total		$324,534.10
Length		9.826 miles		
Cost per mile		$ 33,030.18		

See parcel copy

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Inside Bedford			
(Sta. 16+38 to 34+50)	$ 14,810.40	$ 9,182.00	$ 5,628.40
(Sta. 34+50 to 47+19)	8,198.15	5,098.00	3,100.15
Outside City			
(Sta. 47+19 to 566+00)	280,534.10	173,930.00	106,604.10
	$303,902.65	$188,170.00	$115,332.65

October 8, 1945

Mr. T. H. Davis,
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of Special Provision page number 14 for the Madras-Juniper Butte Section Project No. F-39 (3), which page has been revised but the addition of a specification concerning work to be performed by the U. S. Reclamation Service during the same time that construction activities under this project will be under way.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GEO

ENC.

October 5, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3300
Portland 8, Oregon

Dear Sir:

We are sending under separate cover five bid proposals and five sets of reduced size plans for the Madras-Juniper Butte Section, Project No. S-39 (3).

Very truly yours

R. H. Baldock
State Highway Engineer

JWR:GED

September 25, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of August 29, 1945, submitting advance P.S.& E. documents for Oregon Federal Aid Project No. F. 39(3), the Madras-Juniper Butte Section of The Dalles-California Highway, and our letter of September 5, 1945, with our comments on the review of the papers.

We are advised by our Western Headquarters Office that use of the State-furnished stockpiled surfacing material will be approved with reimbursement limited to hauling and placing to be done as a contract item.

The P.S.& E. will be recommended for approval and advertising for bids will be authorized upon release of funds and submission of completed papers, including the inclusion of the special provisions required by General Administrative Memorandum No. 280.

Very truly yours,

T. H. DAVIS
District Engineer

Original sent to Mr. Baldock

Division Eight

September 5, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of the papers covering proposed construction during the first post war year of Oregon F. 39(3), the Madras-Juniper Butte Section of The Dalles-California Highway, U.S. 97.

The following items are noted in our review:

On the plans it is noted in the left block in the upper right hand corner of the Title Sheet, District is used instead of Division, and the Number 1 used instead of 8. While it is realized these are old sheets, the change should be made if convenient. Changed

We note the surfacing section is 3" of gravel topping, 6 inches of keyed macadam with the B-11 wearing surface. The estimate including average haul for this gravel is 85 cents per cubic yard and the crushed rock approximately $2.32 per cubic yard and since the test on the gravel shows it to be of good quality, with a PI of zero and LL of 28, the possibility of increasing the thickness of the topping and providing a crushed rock leveling course or at least reducing the keyed macadam to the regular 4-1/2" thickness might be accomplished at a saving in cost and at no reduction in strength. We would appreciate your comments on this. HGS wrote 9/18/45 we stand pat.

The special provisions provide side roads are to be oiled as specified by the engineer. Heretofore, the type of oil surface on side roads had been specified. Also, your attention is called to our policy of eleminating from Federal participation any oiling of such roads outside the right-of-way of the project.

We presume the required special provisions submitted with General Administrative Memorandum No. 280 will be submitted in lieu of the old provisions which were included in the proposal.

Very truly yours,

T. M. DAVIS
District Engineer

Mr. Probert:
Original sent to Mr. Baldock

August 29, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate to accompany plans and specifications, three copies of right of way statement and three copies of P.R. 46 for the Madras-Juniper Butte Section, Project No. F 39 (3).

One set of blueprint plans are being sent under separate cover.

In connection with this project it is proposed to utilize 800 cubic yards of State-owned 2½" - 1½" crushed materials stockpiled approximately 1.6 miles from the north limit of the project. The use of these materials will result in a material saving in cost, the estimated cost of hauling and placing being $1.50 per cubic yard as compared with the estimated cost of furnishing, hauling and placing similar materials being $3.15 per cubic yard. Accordingly, it is our request that approval to use these materials be granted.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

PR 46

Madras-Juniper Butte Section

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Sheet 1 of 1 Sheets

Estimate of Materials Required for Roadway
(To Accompany P.S. & E.)

Starting Date (Est.)_____ State Oregon

Completion Date (Est.) October 31, 1946 Project No. F 39 (3)

Estimated Total Cost Roadway $ 303,902.65 Length: Miles 10.409

Code	Material Item	Unit	Quantity	Code	Material Item	Unit	Quantity
1	Cement	Bbl.		6	Metal culvert pipe	Lb.	
2	Aggregates	Cy.	262,000	7	Reinforcing steel	Lb.	
3	Bituminous mat.	Gal.		8	Structural steel	Lb.	
4	Lumber	M.		10	Explosives	Lb.	
5	Timber piling	Lft.					

MADRAS-JUNIPER BUTTE SECTION

PROJECT NO. F 39 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 29, 1945

RECEIVED
OCT 11 1945
FOR FILING

F 39-3

October 9. 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with your request by telephone, we are enclosing seven copies of revised estimate to accompany plans and specifications for the Madras-Juniper Butte Section, Project No. F-39 (3), which estimate has been revised by reducing the length of roadway by the length of the bridge subsequently constructed on the project by the U. S. Reclamation Service.

Very truly yours,

C. D. McCullough
Assistant State Highway Engineer

JWN:GS

Encl.

RECEIVED
OCT 10 1945
FOR FILING

F 39(3)

October 8, 1945

Mr. T. E. Davis,
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of Special Provision page number 14 for the Madras-Juniper Butte Section Project No. F-39 (3), which page has been revised but the addition of a specification concerning work to be performed by the U. S. Reclamation Service during the same time that construction activities under this project will be under way.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:CEB

Enc.

F 39-3

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
DIVISION EIGHT

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
SEP 26 1945
FOR FILING

September 25, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

Reference is made to your letter of August 29, 1945, submitting advance P.S.& E. documents for Oregon Federal Aid Project No. F. 39(3), the Madras-Juniper Butte Section of The Dalles-California Highway, and our letter of September 5, 1945, with our comments on the review of the papers.

We are advised by our Western Headquarters Office that use of the State-furnished stockpiled surfacing material will be approved with reimbursement limited to hauling and placing to be done as a contract item.

The P.S.& E. will be recommended for approval and advertising for bids will be authorized upon release of funds and submission of completed papers, including the inclusion of the special provisions required by General Administrative Memorandum No. 280.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
SEP 26 1945
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Project

cc Mr. H. G. Smith

RECEIVED
SEP 11 1945
FOR FILING

F 39-3

September 10, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

In answer to your letter of September 5, regarding the specifications on Oregon F. 39(3), Madras-Juniper Butte Section of The Dalles-California Highway, DS97, advise that I believe the specifications as written are correct for the following reasons:

The gravel is very fine, only 30% over the 1-inch screen, and it is in no measure equivalent to crushed rock for stability. It is being used to cushion the subgrade to prevent the intrusion of the subgrade into the keyed macadam.

In my opinion the thickness of keyed macadam proposed is the very minimum which should be used on a highway of this importance.

The type of oiling to be used on the side road approaches was not definitely specified because it is possible to effect considerable savings in the contractors' operations by merely modifying the S-1i to a thickness comparable to the traffic. The reason for oiling the side roads for a short distance is to prevent the tracking of mud and gravel onto the main traveled way. This condition has been the cause of frequent accidents and its correction is a necessary part of the highway design. If the oiling be not done under the contract, it will be necessary to do it afterward with maintenance forces. I know of no instance in which the approaches were ever extended beyond the right of way.

Your approval of the specifications as written will be appreciated, I assure you.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI

cc Mr. H. G. Smith

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division Eight

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

September 5, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of the papers covering proposed construction during the first post war year of Oregon F. 39(3), the Madras-Juniper Butte Section of The Dalles-California Highway, U.S. 97.

The following items are noted in our review:

On the plans it is noted in the left block in the upper right hand corner of the Title Sheet, District is used instead of Division, and the Number 1 used instead of 8. While it is realized these are old sheets, the change should be made if convenient.

We note the surfacing section is 3" of gravel topping, 6 inches of keyed macadam with the B-11 wearing surface. The estimate including average haul for this gravel is 85 cents per cubic yard and the crushed rock approximately $2.32 per cubic yard and since the test on the gravel shows it to be of good quality, with a PI of zero and LL of 28, the possibility of increasing the thickness of the topping and providing a crushed rock leveling course or at least reducing the keyed macadam to the regular 4-1/2" thickness might be accomplished at a saving in cost and at no reduction in strength. We would appreciate your comments on this.

The special provisions provide side roads are to be oiled as specified by the engineer. Heretofore the type of oil surface on side roads had been specified. Also, your attention is called to our policy of eleminating from Federal participation any oiling of such roads outside the right-of-way of the project.

We presume the required special provisions submitted with General Administrative Memorandum No. 280 will be submitted in lieu of the old provisions which were included in the proposal.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
SEP 1945
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Portland

RECEIVED
SEP 6 1945
FOR FILING

F 39-3

August 29, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate to accompany plans and specifications, three copies of right of way statement and three copies of P.R. 46 for the Madras-Juniper Butte Section, Project No. F 39 (3).

One set of blueprint plans are being sent under separate cover.

In connection with this project it is proposed to utilize 800 cubic yards of State-owned 2½" - ¼" crushed materials stockpiled approximately 1.6 miles from the north limit of the project. The use of these materials will result in a material saving in cost, the estimated cost of hauling and placing being $1.50 per cubic yard as compared with the estimated cost of furnishing, hauling and placing similar materials being $3.13 per cubic yard. Accordingly, it is our request that approval to use these materials be granted.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:OS

Encl.

19-8302 Alkali Lake-Fort Creek Rock Prod.
Lakeview-Burns Highway 1945

#2752

R. H. Baldock

RECEIVED
MAY 10 19[illegible]
FOR FILING

May 5th, 1947

FINAL COST ANALYSIS

Alkali Lake-Fort Creek Section — Rock Production — Lakeview-Burns Highway
Contract No. 2752 — Prefix 19-8302

19-8302

M. C. Lininger & Sons, Contractors
A. A. Fossen, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Revenue
3/4"-1/2" Cr. Gravel in S.P.	3,998.6	Cu. Yd.	$1.53	$2.00	$6,121.89	$7,997.20
1/2"-1/4" " " " "	3,831.0	" "	1.53	2.00	5,861.43	7,662.00
1/4"-10 Mesh " " "	2,112.6	" "	1.53	2.00	3,232.78	4,225.20
Hauling Crushed Gravel, Pile Measure	58,251.12	Yd. Mi.	0.123	0.13	7,192.82	7,572.65
Force Account					86.49	96.10
Cook House					711.60	449.18
					$23,207.01	$28,002.33

Gross Revenue	$28,002.33
Total Cost	23,207.01
Net Profit	$4,795.32

Net Profit Equals 20.7% of Gross Revenue

State Highway Engineer
03 1 C.M.

Alkali Lake-Fort Creek
Rock Production

Detail of Cost

Labor:		
Labor	$5,454.32	
Supervision	480.00	
State Industrial Accident Insurance	157.84	
Unemployment Insurance & Social Security	233.84	
		$6,326.00
Equipment Rental & Miscellaneous:		
Equipment Rental	$5,368.75	
Rented Trucks (Includes Gas, Oil, Grease and Drivers)	5,528.46	
Gas, Oil & Grease	2,027.42	
Freight & Cartage	1,606.07	
Cook House	711.60	
Bond	205.60	
Interest	547.56	
Home Office & General Overhead	885.55	
		16,881.01
Total		$23,207.01

Remarks:

This was a "State Project" calling for the crushing, hauling and stockpiling of 10,000 cubic yards of crushed gravel aggregates. The project was bid and awarded October 30, 1945, and the contractors began their plant set-up May 13, 1946. Crushing was started May 27th, and completed June 26th, an elapsed time of 27 working days. Of this elapsed time 17 hours were lost due to mechanical breakdowns. The plant operated one 8-hour shift per day, or 216 hours elapsed time less 17 hours down time, making 199 actual crushing time. Production for this project equaled 9,942.2 cubic yards, an average of 50 cubic yards an hour working time and 46 cubic yards per hour elapsed time.

Equipment used by the contractors consisted of their portable crushing plant, 3/4 cubic yard shovel, RD-6 tractor and dozer, five 4 cubic yard trucks, loader and one pickup. Five additional trucks were hired to supplement the contractors for long haul.

Progress on this project proceeded very satisfactorily except for a minor interuption at the beginning. Due to the large amount of fines encountered in the pit the plant was unable to properly screen the 10 mesh - 0 from the ¼" - 10 mesh. This was eliminated by the contractors installing a 5/16" scalper ahead of the crusher and resulted in a better product being produced.

This project was well handled, excellent progress was made with a minimum of downtime and a good profit was shown by the contractors.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

Form E-1—5M—12-45

19-8302

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 13, 1946

Section Alkali Lake - Fort Creek

Highway Lakeview - Burns

Contractor M. C. Lininger & Sons

Date of contract October 30, 1945

Date work started May 13, 1946

Amount of contract $ 27335

add. items 900

Kind of work Rock Production

Section prefix 19 - 8302

Contract number 2752

Date of completion July 31, 1946

Estimated date of completion , 19

Per cent of time elapsed to June 26 240/275 87.3%

Estimated cost of completed project, exclusive of engineering . . . . . $ 27553.14

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 1010., 3.67 %

Date project was completed June 26, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Computations for semi final estimate completed and the estimate was submitted to the Bend Division office on July 9, 1946.

The third notification of final cleanup will be submitted as soon as the contractor removes the balance of his equipment from the gravel site.

FINAL REPORT

NOTED RAY WEBBER

RECEIVED

H. G. SMITH NOTED

NOTED H. W. LIBBY

NOTED E A HESS

Signed A A Jamieson

Address 1290 Wall St. Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			30		
Miles partially completed					
Miles completed			30		
Total estimated quantities			10000		
Estimated quantities moved or placed to date			9942.2		
Average daily quantities			414+	24 days run	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	and		
Wednesday	warm		
Thursday	all		
Friday	week		
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUL 24 1946
FOR FILING
19-2302.

July 24, 1946

The Aetna Casualty and Surety Co.,
Bates, Lively & Pearson, Agents
Yeon Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway contract No.2752 for work on the Alkali Lake-Fort Creek Section of the Lakeview-Burns Highway, in Lake County, has been completed by the contractor, E. C. Lininger & Sons, and that final payment in the amount of $826.59 will be made as soon as it has been accepted by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $27553.15, of which amount $96.10 represents the amount of force account items. This contract was completed on June 26, 1946 but has not as yet been accepted by the Commission, however,we anticipate that it will be at the August Meeting.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

NOTED ON CARD

gl

7-24-46 gl

RECEIVED
JUL 16 1946
FOR FILING

19-8302

July 15, 1956

The Aetna Casualty and Surety Co.,
Bates, Lively & Pearson, Agents
Yeon Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to M.C. Lininger & Sons on contract No. 2752, covering rock production on the Alkali Lake-Fort Creek Section of the Lakeview-Burns Highway, in Lake County. This payment, in the amount of $14,921.15, will be made on or after July 25, 1946. The retained percentage is $826.59.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the peformance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
7-15-46 gl

RECEIVED
MAY 3 1946
FOR FILING

19-8302

April 30, 1946

Action Section of Price Division
Portland District Office of OPA
Pedell Building
Portland (4), Oregon

Gentlemen:

H. G. Lininger and Sons, Contractors, Bolfort, Oregon, have been awarded an Oregon State Highway Contract No. 2752, for the production of 10,000 cubic yards of crushed rock required for the maintenance of the Alsali Lake-Fort Creek Section of the Lakeview-Burns Highway.

This project is located in the desert, about 60 miles from Lakeview, and it will be necessary to set up a camp to accommodate a crew of twenty men with board and lodging for about three months.

The contractors inform us that they have made application through your office for sugar required for this camp. We will appreciate your approval of their application.

Very truly yours,

R. H. Baldock
State Highway Engineer

EHC:ER

RECEIVED
DEC 20 1945
FOR FILING

19 - 8302

December 20, 1945

The Aetna Casualty and Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland 4, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2752 which was awarded to M. C. Lindgor & Sons by the State Highway Commission on October 30, 1945 covering the Alkali Lake-Fort Creek Section on the Lakeview-Burns Highway in Lake County.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ga

Contract sent by express 12-20-45 ga

Recorded

RECEIVED
DEC 20 1945
FOR FILING

19-8302

Dec. 19, 1945

Mr. M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2752 which was awarded to you on October 30, 1945, by the State Highway Commission, covering the furnishing of crushed gravel in stockpiles on the Alkali Lake-Fort Creek Section of the Lakeview-Burns Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Sent by Express 12-19-45
Recorded

RECEIVED
DEC 14 1945
FOR FILING

THE ÆTNA CASUALTY AND SURETY COMPANY

HARTFORD, CONNECTICUT

AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

BATES, LIVELY & PEARSON
GENERAL AGENTS
301 YEON BUILDING
BEACON 7361

19-8302

PORTLAND 7, ORE.

December 10, 1945

Oregon State Highway Highway
Salem, Oregon

Gentlemen:

RE: 42 S 8512 -- M. C. Lininger
Contract Bond - Alkali Lake -
Rort Creek Section of Lakeview
Burns Highway in Lake County

Enclosed herewith please find four copies of the above captioned bond which we have duly executed.

Trusting that the enclosed will be found in order, we remain,

Very truly yours,

BATES, LIVELY & PEARSON

BY: W. V. Lively jw

P. S. The above are being sent under separate cover

BW

Encls: 4 Book form Bonds

REFERRED TO
BY SECRETARY
Rec'd. 12-12-45, gl

RECEIVED
DEC 11 1945
STATE HIGHWAY COMMISSION

RECEIVED
NOV 2 1945
FOR FILING

19-8302

October 31, 19

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2752, which was awarded to you by the State Highway Commission on October 30, 1945, covering furnishing crushed gravel in stockpiles on the Alkali Lake-Fort Creek Section of the Lakeview-Burns Highway, in Lake County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, Page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Contract sent by express 11-1-45
Recorded in G. B. Book

RECEIVED
NOV 2 1945
FOR FILING

19-8302

November 1, 1945

H. C. Linkinger and Sons
P. O. Box 1536
Medford, Oregon

Gentlemen:

The State Highway Commission on October 30, 1945 awarded you the contract for Alkali Lake-Fort Creek Rock Production Project on the Lakeview-Burns Highway, in Lake County. This award was based on your low bid of $37,355.00, submitted on October 30, 1945.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HHSlgm

cc: E. E. Probert
G. E. Putnam

20-8304 Greenleaf Cr.-Long Tom River Rk. Prod.
Siuslaw Highway 1945

#2753

RECEIVED
SEP 19 1946
FOR FILING
20-8304

September 19, 1946

Hartford Accident and Indemnity Company
Hartford Building, 720 California Street
San Francisco 20, California

Attention: A.T. McGarry, Surety Department

Dear Mr. McGarry:

We have your letter of the 16th requesting information regarding Del R. Beebe, Contract No. 2753, for furnishing crushed materials on the Greenleaf Creek-Long Tom River Section of the Siuslaw Highway in Lane County.

This job was completed on April 22, 1946, as indicated in our earlier letter, and was accepted by the Highway Commission as of June 26, 1946. Total amount paid to the contractor was $42,158.71 and no force account items were required on this particular project.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

RE:dr

PAUL RUTHERFORD, PRESIDENT

Hartford Accident and Indemnity Company

PACIFIC DEPARTMENT, HARTFORD BUILDING
SAN FRANCISCO, CALIFORNIA

ADDISON [illegible]OSEY
VICE-PRESIDENT

MILTON C. KENNEDY
ASSISTANT MANAGER

FIDELITY AND SURETY DEPARTMENT
HAROLD BISHOPP, SUPERINTENDENT

September 16,1946

H 2753

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Re: Bond #2216273. Del R. Beebe, Fallon, Nevada.
Cont: Furnish 11,500 cu. yds. crushed materials, Greenleaf Creek, Lane Co. Ore.

We executed the above captioned bond on October 30,1945 on behalf of Del R. Beebe, Fallon, Nevada. This bond was in the sum of $41,975.00 to cover a contract to furnish 11,500 cubic yards of crushed materials in Greenleaf Creek, Lane County, Oregon.

On May 20,1946 we sent an inquiry to your office requesting that you authorize us to terminate our liability upon the completion of this contract. Your reply dated August 31,1946 indicated that the contract had been completed on April 22,1946 but as yet had not been accepted.

We shall appreciate your advising us whether you have now accepted this contract and if so the total amount that you have paid to the contractor. A reply envelope is enclosed for your convenience in answering.

Thanking you for your assistance, we remain,

Yours very truly,

A.T. McGarry
Surety Department

Completed Eqp. 22,1946
Accepted June 26-46
Final Mailed July 19-46
ATM:ML Paid $42,158.71
no face acct

REFERRED TO
BY SECRETARY

RECEIVED
SEP 18 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 20 1946
FOR FILING

20-8304

July 19, 1946

Del H. Beebe Construction Co.
861 Willamette
Eugene, Oregon

Attention: Mr. L. E. Jeffs

Gentlemen:

Reference is made to your letter of July 18, regarding final payment on Contract No. 2753, Greenleaf Creek-Long Tom River Rock Production Project.

We have been advised by the Accounting Division that final payment is being mailed to you today or tomorrow.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by D. H. Parkes/GS

RECEIVED
JUL 20 1946
FOR FILING

20-8304

July 19, 1946

Del R. Beebe Construction Co.
861 Willamette
Eugene, Oregon

Attention: Mr. L. E. Jeffs

Gentlemen:

Reference is made to your letter of July 18, regarding final payment on Contract No. 2753, Greenleaf Creek-Long Tom River Rock Production Project.

We have been advised by the Accounting Division that final payment is being mailed to you today or tomorrow.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by D. E. Parker/GS

DEL R. BEEBE
CONSTRUCTION COMPANY
GENERAL CONTRACTOR

[redacted]
861 Willamette
Eugene, Oregon
Phone - 5122

July 18, 1946

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. S. H. Probert, Office Engineer

Dear Sir:

Recently, on the 22 April, 1946, we completed Contract No. 2753, Greenleaf Creek-Long Tom River Rock Production Job.

As of this date, we have not yet received the final payment, and request information as to when final payment can be expected.

Very truly yours,

DEL R. BEEBE CONSTRUCTION CO

L. E. Jeffs

L. E. Jeffs
Office Manager

LEJ:e

Received 6-26-46

RECEIVED
JUL 20 1946
FOR FILING

20-8304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 19, 1946

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. E. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	6572	2753	6- Final	Del. R. Beebe	1,249.29	289102	ok, ge
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. G:

Your acceptance notice is in on this.

aaw

NOTED ON CARD
7-19-46

ACCOUNTING DIVISION
By _____
Bookkeeping Dept.

Approved _____
Secretary

RECEIVED
MAY 11 1946
FOR FILING

20 - 8304

May 9, 1946

Hartford Accident & Indemnity Co.,
Tromp & McKinley Agency, Agents
43 W. Broadway
Eugene, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2753 for work on the Greenleaf Creek-Long Tom River Section of the Siuslaw Highway, in Lane County, has been completed by the contractor, Del R. Beebe, and that final payment in the amount of $1,249.29 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $42,158.71, and that no force account work was performed therein. This contract was completed on April 22, 1946 but has not as yet been accepted by the Highway Commission, however, we anticipate that it will be at the Commission Meeting held on the 15th of this month.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
5-9-46 gl

RECEIVED
MAY 1 1946
FOR FILING

20-8304

April 30, 1946

Hartford Accident & Indemnity Company,
Tromp & McKinley Agency, Agents
43 W. Broadway
Eugene, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Del R. Beebe on contract No. 2753, covering rock production on the Greenleaf Creek-Long Tom River Section on the Siuslaw Highway, in Lane County. This payment, in the amount of $3,663.63, will be made on or after May 10, 1946. The retained percentage is $1,265.24.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

NOTED ON CARD
4-30-46 gs

Form E-1—SM—6-44

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 27, 1946

Section Greenleaf Creek-Long Tom River — Kind of work Rock Production

Highway Siuslaw — Section prefix 20-8304

Contractor Del R. Beebe — Contract number 2753

Date of contract October 30, 1945 — Date of completion July 31, 1946

Date work started December 8, 1945 — ~~Estimated~~ date of completion April 22, 1946

Amount of contract . . . . . $ 41,975.00 — Per cent of time elapsed 175/275 64 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 42.174.64

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $2,880.23, 6.8 % — Date project was completed April 22, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PROGRESS BY CONTRACTOR

Contractor completed project April 22nd, by having all stockpiles shaped for remeasuring at M. P. 50.23.

ENGINEERING

April 23rd. Transit party remeasured stockpile at M. P. 50.23. One inspector on job one day this week.

April 25th. Submitted semi-final estimate to Division office.

NOTED
H. W. LIBBY

RECEIVED
APR 1 1946

ENGINEER

Signed E. C. Stoplett

NOTED
E. A. PEASE

Address Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			20.0		
Miles partially completed					
Miles completed					
Total estimated quantities			11,500 C.Y.		
Estimated quantities moved or placed to date			11,550.9 C.Y.		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			4		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM				OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY			
Men	3					1	4
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers .....,

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
DEC 24 1945
FOR FILING

20-8304

#2753

December 21, 1945

Mr. Del R. Rooks
1483 Oak Street
Eugene, Oregon

Dear Sir:

In reply to your letter of December 19th concerning hours of employment and payment for overtime applicable to your work on the Greenleaf Creek-Long Tom Creek Rock Production Project, we can tell you, only, that you will have complied with the State law if you limit your employment to 8 hours per day and 48 hours per week, except in cases of emergency or when the public policy absolutely requires employment in excess of those limits, and if you pay "double time" for all employment in excess of 8 hours per day and 48 hours per week. What you must do for compliance with federal labor laws, presidential edicts, et cetera, is something on which we cannot advise you.

The Highway Commission's position in the matter is set forth on the accompanying sheet of "Additional Maintenance Provisions". These provisions are included, also, in your contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GED

Encl.

CC K. D. Lytle

DEL R. BEEBE
CONSTRUCTION COMPANY
GENERAL CONTRACTOR

1483 Oak Street
Eugene, Oregon
December 19, 1945

Bridge Ck. - Long Tom Ck
Rock Production.

Oregon State Highway Commission
Salem, Oregon

Attention Mr. Glaisyer

Gentlemen:

In connection with the contract No. 2753, would like a clarification from you as to what constitutes a work week---whether it is 48 or 40 hours and whether time and one-half or double time should apply in hours in excess of 8 hours in one day and work week. Would also like to know what wage scale is applicable to this contract.

Your immediate reply will be very much appreciated due to the fact that we are carrying on operations on this project at the present time.

Very truly yours,

Del R. Beebe

LRB:lb

REFERRED TO
Project
By Chief Highwayer
Plans
Project
[illegible]

RECEIVED
DEC 20 1945
STATE HIGHWAY COMMISSION

REFERRED TO
Mr. Baldock
BY SECRETARY
To answer

RECEIVED
DEC 4 1945
FOR FILING

20-8304

December 3, 1945

Mr. Del R. Beebe
1483 Oak Street
Eugene, Oregon

Dear Mr. Beebe:

We are handing you today, in person, a fully executed copy of contract No. 2753 which was awarded to you on October 30, 1945, by the State Highway Commission, covering the furnishing of 11,500 cubic yards of crushed material in stockpiles on the Greenleaf Creek-Long Tom River Section of the Siuslaw Highway in Lane County, Oregon. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

cc

Recorded

RECEIVED
NOV 2 1945
FOR FILING

20 - 8304

November 1, 1945

Mr. Del R. Beebe
Fallon, Nevada

Dear Mr. Beebe:

We are sending you today by express four copies of contract No. 2753, which was awarded to you by the State Highway Commission on October 30, 1945, covering the furnishing of 11,500 cubic yards of crushed material in stockpiles on the Greenleaf Creek-Long Tom River Section of the Siuslaw Highway in Lane County, Oregon.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

cc

contract forwarded by
express 11/1/45 -
recorded in yellow book
11/1/45 - 20

RECEIVED
FOR FILING
20-8304
#2753

2753

DEL R. BEEBE
CONSTRUCTION COMPANY
GENERAL CONTRACTOR

1483 Oak Street
Eugene, Oregon
November 14, 1945

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

I am returning today the four copies of contract No. 2753, with all four copies executed as to agreement ~~in~~ bond.

As discussed with you in your office on November 13, I would appreciate your expediting the execution of these contracts all possible due to the fact that I have made plans and arrangements to start this project by the 23rd of November. Consequently, anything further that I can do to expedite this contract, I would appreciate your advising me at once.

All correspondence in connection with this contract should be mailed to 1483 Oak Street, Eugene, Oregon. The Hartford Accident and Indemnity Company, who are writing the necessary bonds on this contract, wish to have their copies sent to the following address: Hartford Accident and Indemnity Company, Spaulding Building, Portland, Oregon, Attention Mr. Knowlton.

Note

Very truly yours,

Del R. Beebe

DRB:mb

RECEIVED
NOV 14 1945
OREGON
STATE HIGHWAY COMMISSION

Send as little to surety as contract to
Employers Mutual Liability
Accident Assn
Eugene, Oregon

RECEIVED
NOV 2 1945
FOR FILING
20-83.06

November 1, 1946

Del E. Beebe
1455 Oak Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on October 30, 1946 awarded you the contract for Greenleaf Creek-Long Tom River Rock Production Project on the Siuslaw Highway, in Lane County. This award was based on your low bid of $41,975.00, submitted on October 29, 1946.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

LHDsgm

cc: E. E. Probert
C. E. Parsons

FI-248(11) Troutdale-Wahkeena Cr. 1945
Grading, Columbia River Hwy.
#2754

RECEIVED
FEB 28 1947
FOR FILING

EE-248-11

February 25, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six blue line prints each of plan sheets numbers 19, 20 and 21 for the Troutdale-Wahkeena Creek Section, Project No. FI-248 (11), which sheets have been revised by indicating an alternate location of the project from Station 1165+33 to Station 1215+39.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

FORM E-80 3M 3-46

248-11
2754

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 14, 1946

SUBJECT:

To: Mr. ~~S. H. Probert~~ Hayseaman,

Office.

Dear Mr. ~~Probert~~ Hayseaman:

Leonard & Slate Oreg. Ltd. is a partnership concern and a while ago Mr. Chas. H. Leonard was killed. It occurred to me that we should bring our record up to date, for I note that the firm is still bidding as a partnership and under the rule of law when one partner dies the partnership is dissolved.

I wrote the concern and find that they have readjusted their organization to take care of the effect of the death of the partner Chas. H. Leonard, and I now attach for filing in the appropriate file the new certificate.

In the letter which I received from the firm is this statement: "None of these transactions affected the firm's assets. It is our belief that the Prequalification Office of the Oregon Highway Commission has previously been informed of these changes."

This information is passed on to you for appropriate use.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW
Enc.

COPY

SUPPLEMENTAL CERTIFICATE OF LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, hereby file a Supplemental Certificate in connection with the Limited Partnership Certificate of Leonard & Slate Oreg. Ltd., heretofore filed.

I

The name by which the partnership is to be known continues the same.

II

The character of the business to be transacted continues the same.

III

The location of the principal place of business continues the same.

IV

The name and place of residence of each member of the partnership and whether such member is a general or limited partner continues the same except Chas. H. Leonard, former general partner, and Jack Harris Ware, former limited partner, both now deceased, are no longer partners, and Leonard A. Runkle, formerly limited partner becomes a general partner, and Clifford E. Leonard becomes a limited partner, so that the name and place of residence of each member of the partnership and whether such member is a general or limited partner are as follows:

Name	Place of Residence	General or Limited
Fred H. Slate	8339 S.W. 41st Ave., Portland, Ore.	General
Leonard A. Runkle	2525 S.W. Custer St., Portland, Ore.	General
Emmadene Slate	8339 S.W. 41st Ave., Portland, Ore.	Limited
Cora Mae Leonard	4144 S.W. Canby St., Portland, Ore.	Limited
Clifford E. Leonard	4144 S.W. Canby St., Portland, Ore.	Limited

V

The term for which the partnership is to exist is 10 (ten) years from March 14, 1946.

VI

The amount of money and the agreed value of any other property contributed or to be contributed by Clifford E. Leonard, the new limited partner, is nothing in money, $30,000.00 in property. The contributions of other remaining limited partners remains the same as on the original certificate.

IN WITNESS WHEREOF, we have hereunto set our hands this 19th day of April, A.D. 1946.

Fred H. Slate

Leonard A. Runkle

Emmadene Slate

Cora Mae Leonard

Clifford E. Leonard

The undersigned hereby consent to above filing

DATED, April 19, 1946.

s/s Cora Mae Leonard
Executrix of Estate of Chas. H. Leonard

s/s Lulu L. Ware
Administratrix of Estate of Jack Harris Ware

STATE OF OREGON *
* ss
COUNTY OF MULTNOMAH *

THIS CERTIFIES that on this 19th day of April, A.D. 1946, before me, the undersigned, a notary public, in and for said county and state, personally appeared Fred H. Slate, Leonard A. Runkle, Emmadene Slate, Cora Mae Leonard, and Clifford E. Leonard, and Cora Mae Leonard as executrix of the estate of Chas. H. Leonard and Lulu Ware as administratrix of the estate of Jack Harris Ware, known to me to be the identical persons in and who executed the foregoing certificate of limited partnership and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal, the day and year last above written.

s/s Miriam W. Childs
Notary Public for State of Oregon

My commission expires 8-29-47

FRED H. SLATE
Multnomah, Ore.

2118.11
2754

SKILL, INTEGRITY RESPONSIBILITY

CHAS. H. LEONARD
Multnomah, Ore.

LEONARD & SLATE, OREG. LTD.

GENERAL CONTRACTORS

7805 S. W. 40th Avenue
PORTLAND 1, OREGON

November 15, 1945

Mr. J. M. Devers
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to your letter of November 10, 1945, concerning our contract for grading on the Troutdale--Wahkeena Creek Section of the new Columbia River Highway.

Inasmuch as this is a limited partnership formed under Oregon statutes in which only Fred H. Slate and Chas. H. Leonard are general partners and the others are all limited partners the contract, bond, etc. should be signed only by the general partners.

Under the Oregon law of limited partnership the limited partners are not authorized to transact any business on behalf of the partnership and this business must be transacted by the general partners.

We are enclosing a copy of the "Certificate of Limited Partnership" but believe this was filed with our Prequalification.

Very truly yours,

LEONARD & SLATE OREG. LTD.

By Fred H. Slate
Fred H. Slate, General Partner

Ch. 252. L-1943

COPY

CERTIFICATE OF LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, That we, CHAS. H. LEONARD, FRED H. SLATE, CORA MAE LEONARD, EMMADENE SLATE, JACK HARRIS WARE, and LEONARD A. RUNKLE, being desirous of forming a limited partnership in pursuance of the Statutes of the State of Oregon authorizing their formation, do hereby make and severally sign in tripliecate the following certificate for that purpose:

I

The name by which the partnership is to be known and in which it will conduct its business is

LEONARD & SLATE OREG. LTD.

II

The character of the business to be transacted is that of general contracting and construction work, including the operation of ferries and such other business as may appear to be appropriate from time to time.

COPY

III

The location of the principal place of business in the State of Oregon is the City of Portland and County of Multnomah.

IV

The name and place of residence of each member of the partnership and whether such member is a general or limited partner, is as follows:

NAME	PLACE OF RESIDENCE	GENERAL OR LIMITED
Chas. H. Leonard	4144 S. W. Canby St., Portland, Ore.	General Partner
Fred H. Slate	8339 S. W. 41st Ave., Portland, Ore.	General Partner
Cora Mae Leonard	4144 S. W. Canby St., Portland, Ore.	Limited Partner
Emmadene Slate	8339 S. W. 41st Ave., Portland, Ore.	Limited Partner
Jack Harris Ware	7805 S. W. 40th Ave., Portland, Ore.	Limited Partner
Leonard A. Runkle	7805 S. W. 40th Ave., Portland, Ore.	Limited Partner

V

The term for which the partnership is to exist is ten years from July 1, 1943.

VI

The amount of money and the agreed value of any other property contributed or to be contributed by each limited partner is as follows:

Cora Mae Leonard	$30,000.00
Emmadene Slate	30,000.00
Jack Harris Ware	20,000.00
Leonard A. Runkle	20,000.00

IN WITNESS WHEREOF we have hereunto set our hands and seals this 1st day of July, A. D. 1943.

COPY

_____ (SEAL)
Chas. H. Leonard

_____ (SEAL)
Fred H. Slate

_____ (SEAL)
Cora Mae Leonard

_____ (SEAL)
Emmadene Slate

_____ (SEAL)
Jack Harris Ware

_____ (SEAL)
Leonard A. Runkle

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

EI 248-11

July 24, 1946

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	9688	2754	9Final	Leonard & Slate Oregon Ltd.	6,057.84	292145	ok, gl
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Your acceptance notice is on file in our office for this contract.

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD
7-24-46

Approved _____
Secretary

RECEIVED
JUL 1 1940
STATE HIGHWAY ENGINEER

R.H. Baldock

FINAL COST ANALYSIS
Grading
FI 248-11

Trout dale-Wahkeena Creek
Contract No. 2754
Leonard & Slate, Contractors

Columbia River Highway
Prefix 26-1067
Carl Peterson, Resident Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$11,937.74	100%				$10,000.00
Structural Excavation, Unclass.	106.32	69.36	Cu. Yd.	$1.53	$4.00	277.44
Trench Excavation, Unclass.	533.77	600.22	" "	0.89	1.50	900.33
Borrow Excavation, Unclass.	56,614.99	221,088.8	" "	0.256	0.20	44,217.76
General Excavation, Unclass. Location "A"	39,033.56	236,176.1	" "	0.165	0.20	47,235.22
General Excavation, Unclass. Location "B"	1,433.47	13,633.4	" "	0.105	0.20	2,726.68
General Excavation, Unclass. Location "C"	1,770.35	6,247.2	" "	0.28	0.50	3,123.60
Channel Change Excavation	2,138.53	5,130.27	" "	0.42	0.70	3,591.19
Short Overhaul	18,851.07	1,886,792.2	Yd. Sta.	0.01	0.01	18,867.93
Long "	13,896.39	46,321.3	C-Yd. Sta.	0.30	0.40	18,528.52
Rounding Cutbanks	358.28	5,714	Lin. Ft.	0.06	0.10	571.40
Finishing Roadbed & Slopes	679.32	2.42	Mile	280.71	500.00	1,210.00
18" Corr. Metal Pipe	1,099.52	410	Lin. Ft.	2.68	3.00	1,230.00
24" " " "	1,566.02	412	" "	3.80	4.00	1,648.00
36" " " "	918.35	116	" "	7.92	10.00	1,160.00
Topsoiling with Tractor & Carryall	2,480.73	326.5	Hour	7.60	11.00	3,591.50
Topsoiling with Blade Grader	358.25	62.5	"	5.73	7.00	437.50
PA #2, 3" - 0 Mat'l.	90.00	75	Cu. Yd.	1.20	1.50	112.50
PA #2, Topsoiling with 3/8-yd. Dragline Shovel	2,442.37	322	Hour	7.59	8.00	2,576.00

Troutdale-Wahkeena

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
PA #2, Topsoiling with D-8 Cat and Dozer	$1,610.44	262.5	Hour	$6.14	$9.00	$2,362.50
PA #2, Topsoiling with 3/4-Yd. Shovel & Drag-line	686.52	76	Hour	9.03	9.00	684.00
PA #2, Topsoiling with Super C Tournapull	1,158.52	143	"	8.10	11.00	1,573.00
PA #3, Furnish & Place MS-2 Asphalt	148.03	3.43	Ton	43.15	40.00	137.20
Force Account (Regular)	2,050.62					2,144.36
Force Account (Multnomah Slide)	24,849.44					33,021.22
	$186,812.60					$201,927.85

Gross Revenue	$201,927.85
Total Cost	186,812.60
Net Profit	$15,115.25

Net Profit Equals 7.5% of Gross Revenue

Troutdale-Wahkeena
Detail of Cost

Labor:

Supervision, Superintendent & Timekeeper	$3,313.00	
Labor	76,601.92	
State Industrial Accident Insurance	2,397.45	
Social Security	799.15	
Unemployment Insurance	2,397.45	
		$85,508.97

Materials:

18" C.I.P., Pret. Invert	410 lin. ft.	at	$1.71	$701.10
18" Bands	18 each	"	2.42	43.56
24" C.I.P. " "	412 lin. ft.	"	2.69	1,108.28
24" Bands	15 each	"	3.07	46.05
36" C.I.P. " "	116 lin. ft.	"	5.15	597.40
36" Bands	4 each	"	5.01	20.04
MC-2 Asphalt, F.O.B. Will-bridge	3.43 tons	"	13.90	47.68
1,200 Lbs. Vigoro Fertilizer at $63.00 per ton				37.80
2,400 Lbs. New Life " " 63.00 " "				75.60
625 Lbs. Common Rye Grass at $0.10 per Lb.				62.50
500 " English " " "	0.21 " "			105.00
250 " Red Fescue " "	0.70 " "			175.00
50 " High Bent Mix "	0.95 " "			47.50
25 " Bent Grass "	1.05 " "			26.25
Freight on Fertilizer and Seed				20.00
				3,113.76

Equipment Rental and Miscellaneous Supplies:

Equipment Rental	$69,933.00	
Gas, Oil and Grease	9,178.32	
Move In, Freight & Cartage	850.47	
Miscellaneous Supplies	9,837.15	
Field Office Expense	823.96	
Bond and Insurance	1,377.51	
P.U.C.	131.62	
Home Office & General Overhead - 3% of Gross Revenue	6,057.84	
		98,189.87

Total Cost $186,812.60

Troutdale-Wahkeena Creek
Grading

REMARKS:

This contract, which required the clearing and grading of short sections totaling 2.49 miles on the Columbia River Highway, was bid and awarded on October 29th, 1945. The contractor started work on the project on November 3nd, 1945, and completed May 15th, 1946.

The total area of the project was about 76 acres, of which 36 acres required clearing. The part requiring clearing contained willow, cottonwood, alder and a few second growth fir trees and considerable brush. The trees were either pushed or pulled over, and shooting of stumps was not necessary. From one to two cat tractors equipped with clearing dozers were on this work, and two small dragline shovels were used part of the time for burning. A hand labor crew, averaging 6 to 8 men, was also engaged in this work. The average cost was $331 per acre for the area which actually required clearing.

In excavating the Jordan borrow the contractor used equipment of various types. On the short hauls 2 D-8 cats pulling single unit 15 to 20 yd. carryalls were used, and from 4 to 6 15-yard Tournapulls were used on longer hauls. A new 2-yard Lorain shovel was moved into the pit and loaded into DW-10's and 12 to 15-yard Tournatrailers. D-8 cats were also used as pushers on loading and a D-8 cat and dozer worked on the fill. The moving of the material by the carryalls was economical, but the shovel work was not profitable at the bid price, and the borrow excavation showed a loss. The work here was also interrupted by the Oneonta slide removal as much of the equipment was moved to that work. The material in the borrow pit consisted of coarse sand, some silt and scattered gravel.

The excavation on the Island Section, Location "A", consisted of sand covered by a light layer of loam soil and was handled readily by dozers, carryalls and Tournapulls. Production here was well maintained, uninterrupted and was profitable to the contractor.

The work on Location "B" required the moving of sand excavation a very short distance, and the bulk of the material was handled with a cat and dozer at a very good profit. Location "C", adjacent to the Coopey quarry, contained gravel and clay, and work here was suspended due to rainy weather after part of the material had been excavated. Cats and carryalls handled the excavation, but moving costs in and out of this isolated section increased costs. Channel change excavation at the east end of the project required cat and dozer work, and a 3/4-yard dragline shovel was brought in to complete the Wahkeena Creek section due to large boulders and mud. However, a satisfactory bid price allowed the contractor a profit on this work.

During the late winter months a very large slide occurred in the Oneonta borrow pit adjacent to the contract. The removal work was given to the contractor on a Force Account basis, and O.P.A. rental rates were allowed on the equipment, and a good profit was made on this work.

Trentdale-Wahkeena Creek.

Although the contract does not show a large profit, the work was done during the winter months which permitted the contractor to retain his organization. He also erected a large shop on the job, and equipment was overhauled and painted. Part of this expense was not chargeable to the job, and costs have been adjusted accordingly. Moving of the sand excavation was not unduly delayed by wet weather, and lost time was negligible. The operations were conducted on a one 8-hour shift per day basis, 6 days a week.

R. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
JUL 10 1946
FOR FILING
EI 248-11

July 8, 1946

Great American Indemnity Co.,
Harvey Wells-Reed Ins.Agency, Agents
Failing Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2754 for work on the Troutdale-Wahkeena Creek Section of the Columbia River Highway, in Multnomah County, has been completed by the contractor, Leonard & Slate Ore.Ltd., and that final payment in the amount of $6,057.84 will be made on or after July 18, 1946.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $201,927.85, of which amount $2,144.36 represents the amount of regular force account items and $33,021.22 is the amount of force account on the Multnomah Slide. This contract was completed on May 15, 1946 and accepted by the Commission on June 26, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
7-8-46, gl

H. B. Glaisyer
Secretary

gl

RECEIVED
JUN 12 1946
FOR FILING

148-11

June 10, 1946

Great American Indemnity Company
Harvey Wells-Reed Ins. Agency, Agent
Failing Building
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Leonard & Slate Ore. Ltd., on contract No. 2754, covering the Troutdale-Wahkeena Creek Section, in Multnomah County. This payment, in the amount of $5,456.31, will be made on or after June 20. The retained percentage is $6,057.84.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ge

noted on card

Form E-1—6M—12-45

248-11

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 8, 1946

Section Troutdale,- Wahkeena Creek

Kind of work Grading

Highway Columbia River

Section prefix 26-1067

Contractor Leonard & Slate Oregon Ltd.

Contract number 2754

Date of contract October 30, 1945

Date of completion August 31, 1946

Date work started November 2, 1945

Estimated date of completion May 15, 1946

Amount of contract . . . . . $ 168,906.63

Per cent of time elapsed 67 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 201,927.85

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 9,750.00, 6% %

Date project was completed May 15, 1946

General information covering progress of work by party and by contractor, important development, instructions from Division Engineers, exchanges in personnel of party, etc.:

Carl A. Peterson on Vacation Leave.

Field Crew working on C Line for Rip Rap at Sandy Bridge.

NOTED
RAY WEBBER

NOTED
H. W. LIBBY

RECEIVED

NOTED
E. A. PEASE

Signed Carl A. Peterson, J.A.O.

Address P. O. Box 746, Troutdale, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.42				
Miles partially completed					
Miles completed	2.42				
Total estimated quantities	477,145.5				
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Ptly. Cldy.		
Monday	Cloudy		
Tuesday	Ptly. Cldy		
Wednesday	Showers		
Thursday	Showers		
Friday	Showers		
Saturday	Showers		

STATE PRINTING DEPT.

RECEIVED
MAR 28 1946
FOR FILING

FI 248-11

March 21, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, is Price Agreement No. 3, covering slope oiling from Station 994 to 998 on the Troutdale-Wahkeena Creek Section of the Columbia River Highway in Multnomah County, on connection with Federal Aid Project No. FI-248 (11), Contract No. 2754.

This particular slope is too high for placing top-soil and the severe wind action requires that protection be given the cutbank immediately.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS
Encl.

RECEIVED
MAR 28 1946
FILING
248-11

March 21, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, are Price Agreement No. 2, and Order for Extra Work No. 3 on the Troutdale-Wahkeena Creek Section of the Columbia River Highway in Multnomah County, in connection with Federal Aid Project No. FI-243 (11), Contract No. 2754, for topsoiling of embankments and cut slopes on this project.

The price agreement is to cover all equipment costs and the force account order is to cover labor of spreading the topsoil on cut banks and high embankments where the soil cannot be spread mechanically.

By placing the topsoil materials directly on the embankment, the anticipated cost of $3,000.00 for sprinkling will be eliminated. There is set up in this contract $3,100.00 for topsoiling. By placing topsoil throughout the job, the item of $6,000.00 for slope oiling, as estimated in the proposal for rock toe, riprap and topping which was rejected December 13, will also be eliminated, except between Stations 994 to 998.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS

Encl.

RECEIVED
MAR 28 1946
FOR FILING
248-11

March 21, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, are Price Agreement No. 2, and Order for Extra Work No. 3 on the Troutdale-Wahkeena Creek Section of the Columbia River Highway in Multnomah County, in connection with Federal Aid Project No. FX-248 (11), Contract No. 2754, for topsoiling of embankments and cut slopes on this project.

The price agreement is to cover all equipment costs and the force account order is to cover labor of spreading the topsoil on cut banks and high embankments where the soil cannot be spread mechanically.

By placing the topsoil materials directly on the embankment, the anticipated cost of $3,000.00 for sprinkling will be eliminated. There is set up in this contract $3,100.00 for topsoiling. By placing topsoil throughout the job, the item of $6,000.00 for slope oiling, as estimated in the proposal for rock toe, riprup and topping which was rejected December 13, will also be eliminated, except between Stations 994 to 998.

Very truly yours,

R. H. Baldock
State Highway Engineer

DMP:GS
Encl.

RECEIVED
MAR 22 1946
FOR FILING
248-11

March 21, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, is Price Agreement No. 3, covering slope oiling from Station 994 to 998 on the Troutdale-Wahkeena Creek Section of the Columbia River Highway in Multnomah County, on connection with Federal Aid Project No. FT-248 (11), Contract No. 2734.

This particular slope is too high for placing top-soil and the severe wind action requires that protection be given the cutbank immediately.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS
Encl.

RECEIVED
MAR 5 1946
FOR FILING

FI 248-11

Salem, Oregon
March 4, 1946

Supplemental Agreement to
Contract No. 2754

Mr. C. B. McCullough
Building

Referred to
Const.
Stabilization

Dear Sir:

Herewith I hand you a fully executed copy of agreement with Leonard & Slate Ore.Ltd., covering slide removal from the Columbia River Highway at the site designated as being 0.65 mile east of Multnomah Falls.

The original of this agreement has been retained for the Commission's records and files, one copy has been mailed to the contractor, one to the surety and one copy to the Secretary of State.

Very truly yours

H. B. Glaisyer
Secretary

gl
Enclosure 1

RECEIVED
MAR 5 1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 11, 1946

SUBJECT: Agreement with Leonard & Slate for slide removal on Upper Columbia

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

RECEIVED
FEB 13 1946
OFFICE OF
CONSTRUCTION ENGINEER

Dear Sir:

Herewith five copies of agreement between the State of Oregon and Leonard & Slate, for slide removal on the Upper Columbia River Highway.

All five copies have been executed by Leonard & Slate, and their surety company.

Yours very truly,

W. C. WILLIAMS
Division Engineer

WCW:w
Encl.

REFERRED TO
Mrs Lewis
BY SECRETARY
distribute the copies as indicated
WW

REFERRED TO
Bob Lovell
BY ENGINEER

RECEIVED
MAR 5 1946
FOR FILING

248-11

March 4, 1946

Leonard & Slate Ore. Ltd.
7805 S.W. 40th Street
Portland 1, Oregon

File:Contract No.2754

Gentlemen:

We hand you herewith, for your records and files, a fully executed copy of agreement with the State Highway Commission for slide removal from the Columbia River Highway at the site designated as being 0.65 mile east of Multnomah Falls.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Claisyer
Secretary

gl
Enclosure 1

RECEIVED
MAR 5 1946
FOR FILING

248-11

March 4, 1946

Great American Indemnity Company,
Harvey Wells-Reed Insurance Agency, Agents
Failing Building
Portland 4, Oregon

File: Contract No.2754

Gentlemen:

We hand you herewith, for your records and files, one fully executed copy of agreement between Leonard & Slate Ore.Ltd. and the State Highway Commission covering slide removal from the Columbia River Highway, at the site designated as being 0.65 mile east of Multnomah Falls.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gladmyer
Secretary

gl
Enclosure 1

FL 34 11

RECEIVED
APR 4 1946
FOR FILING

File

#2754

Great American Indemnity Company New York

Har... 412 F...

4/3/46

LEONARD & SLATE OREG. LTD.

Supplemental agreement to Contract No. 2754 is filed in the contract.

Insurance policy covering slide removal project, supplemental agreement to Contract No. 2754, is filed in the safe. (Drawer 6)

Oregon State High...
Salem, Oregon

Attention: Mr. B...

Re: Policy No. L...
and Oregon S...

Gentlemen:

In accordance with our conversation of February 6th relative to insurance coverage in connection with the slide removal at Multnomah Falls, we have prepared and enclose herewith the original of the above numbered policy which, you will note, protects all parties at interest as outlined above.

You will recall that we discussed the possibility of $7500 being an adequate payroll to cover this operation, but in view of newspaper reports of continuing slides we felt that possibly the amount of work to be undertaken would increase, and we accordingly have issued this policy on an estimated payroll of $10,000, producing a deposit premium of $219.40.

We are forwarding invoice, together with copy of this policy, to Leonard & Slate as we understand this will be included in their other charges to you.

We trust that the policy will be found in order and wish to thank you for this business.

Very truly yours,

HARVEY WELLS-REED INSURANCE AGENCY

By Fred Reed

FCR/vp
Enc.
cc: Leonard & Slate Oreg. Ltd.

REFERRED TO ... BY SECRETARY

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 4 1946
FOR FILING

File

Fl 24 11

#2754

Harvey Wells-Fred C. Reed • General Agents
413 FAILING BUILDING - ATwater 7306 - PORTLAND, 4, OREGON

February 15, 1946

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Baldock

Re: Policy No. LCA 3917 - Leonard & Slate Oreg. Ltd.
and Oregon State Highway Commission et al

Gentlemen:

In accordance with our conversation of February 6th relative to insurance coverage in connection with the slide removal at Multnomah Falls, we have prepared and enclose herewith the original of the above numbered policy which, you will note, protects all parties at interest as outlined above.

You will recall that we discussed the possibility of $7500 being an adequate payroll to cover this operation, but in view of newspaper reports of continuing slides we felt that possibly the amount of work to be undertaken would increase, and we accordingly have issued this policy on an estimated payroll of $10,000, producing a deposit premium of $219.40.

REFERRED TO [illegible] BY SECRETARY

We are forwarding invoice, together with copy of this policy, to Leonard & Slate as we understand this will be included in their other charges to you.

We trust that the policy will be found in order and wish to thank you for this business.

Very truly yours,

HARVEY WELLS-REED INSURANCE AGENCY

By Fred Reed

FCR/vp
Enc.
cc: Leonard & Slate Oreg. Ltd.

RECEIVED
APR 1 3 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 26 1945
FOR FILING

248-11

#2754

November 24, 1945

Leonard & Slate, Oreg. Ltd.
7805 S. W. 40th Street
Portland 1, Oregon

Gentlemen:

I am returning to you today, by express, four copies of the contract recently awarded to you by the State Highway Commission for the grading of the Troutdale-Wahkeena Creek Section of the Columbia River Highway.

Inspection of the contract agreement on page 165 reveals that Mr. Slate has not signed with Mr. Leonard for the company although he did sign the bond on page 167. The Commission's Chief Counsel, Mr. J. H. Devers, advises me that, inasmuch as Mr. Slate signed the bond, he should also sign the contract agreement.

Accordingly, will you have him do that and then return to me three copies, including the one that I have stamped "Office Copy." The fourth copy you may retain for your records and files. I will appreciate it if you will expedite this matter.

Thanking you kindly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBGcc

Sent by express 11-24-45 cc

RECEIVED
NOV 2 1945
FOR FILING

248-11

November 1, 1945

Leonard & Slate Oreg. Ltd.
7805 S. W. 40th Street
Portland 1, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2754, which was awarded to you by the State Highway Commission on October 30, 1945, covering grading on the Troutdale-Wahkeena Creek Section of the Columbia River Highway in Multnomah County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformity therewith.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

cc

Contract forwarded 11-1-45
cc
recorded in green book 11-1-45
cc

RECEIVED
NOV 2 1945
FOR FILING

2 US-11

November 1, 1945

Leonard & Klein Oregon Ltd.
7805 S. W. 40th Avenue
Portland 1, Oregon

Gentlemen:

The State Highway Commission on October 29, 1945 awarded you the contract for Troutdale-Wahkeena Creek Grading Project Section of the Columbia River Highway, in Multnomah County. This award was based on your low bid of $149,705.00, submitted on October 29, 1945.

Contract forms will be sent to you for execution within a few days.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MBDiggs

cc: S. H. Probert
G. S. Paxson

RECEIVED
NOV 13 1945
FOR FILING

FI-248 (11)

October 31, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon.

Dear Sir:

We are enclosing three copies each of right of way statement for Projects Nos. F-160 (21), FI-7 (3) and FI-248 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:: GS
Encl.

RECEIVED
OCT 10 1945
FOR FILING

FI - 248 (11)

October 4, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, two copies of statement of Federal Aid work and three copies of right of way statement to accompany plans and specifications for the Troutdale-Wahkeena Creek Section Project No. FI - 248 (11).

One set of blue print plans and one set each of special provisions for the proposed grading, hydraulic embankment, rock topping and structure contracts are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWK:GKD
ENC.

FI-248(11) Troutdale-Wahkeena Cr. Structures, Columbia River Hwy. 1945

#2755

RECEIVED
JUN 18 1947
FOR FILING

FI-24?-11
2755

June 12, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis of project agreement for the Troutdale-Wahkeena Creek Section, Project No. FI-24? (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JHH:BM
Encl.

Oregon State Highway Department — Federal Aid Project No. FI-248 (11)

THOUTDALE-WARRENA CREEK SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 27, 1947

(STA. 519+50 TO 615+00)(STA. 728+50 TO 788+00)(STA. 892+50 TO 1132+50)
(STA. 1155+37 TO 1215+70)(CONTRACT NO. 2753)

Grading

All Required		Clearing and Grubbing		$ 10,000.00
60	cu. yds.	Trench Excavation, Unclassified	$ 4.00	240.00
600	cu. yds.	Structural Excavation, Unclassified	1.50	900.00
206,000	cu. yds.	Borrow Excavation, Unclassified	0.20	41,200.00
213,000	cu. yds.	General Excavation, Location "A", Unclassified	0.20	42,600.00
12,000	cu. yds.	General Excavation, Location "B", Unclassified	0.20	2,400.00
6,000	cu. yds.	General Excavation, Location "C", Unclassified	0.50	3,000.00
7,000	cu. yds.	Channel Change Excavation	0.70	4,900.00
1,900,000	yd. sta.	Short Overhaul	0.01	19,000.00
40,000	C-yd. sta.	Long Overhaul	0.40	16,000.00
7,000	lin. ft.	Rounding Gutterks	0.10	700.00
2.49	miles	Finishing Roadbed and Slopes	500.00	1,245.00
440	lin. ft.	18" Corr. Iron Pipe, Protected Invert	3.00	1,320.00
450	lin. ft.	24" Corr. Iron Pipe, Protected Invert	4.00	1,800.00
130	lin. ft.	36" Corr. Iron Pipe, Protected Invert	10.00	1,300.00
250	hours	Topsoiling With Tractor and Carryall	11.00	2,750.00
50	hours	Topsoiling With Blade Grader	7.00	350.00
				$149,705.00

Hydraulic Embankment (Contract No. 2894)

All Required		Clearing		$ 25,000.00
1,900	cu. yds.	Structural Excavation, Unclassified	$ 2.50	4,750.00

3,200,000	cu. yds.	Hydraulic Embankment in Place	$ 0.266	$851,200.00
5,000	cu. yds.	Extra for Filling Cellular Wall	1.50	7,500.00
850	lin. ft.	18" Corr. Metal Pipe, Protected Invert	3.96	3,366.00
1,100	lin. ft.	18" Extra Strength Corr. Metal Pipe, Protected Invert	4.17	4,587.00
1,300	lin. ft.	24" Corr. Metal Pipe, Protected Invert	5.80	7,540.00
2,800	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	6.90	19,320.00
450	lin. ft.	30" Corr. Metal Pipe, Protected Invert	8.55	3,847.50
150	lin. ft.	36" Corr. Metal Pipe, Protected Invert	10.55	1,582.50
650	lin. ft.	36" Extra Strength Corr. Metal Pipe, Protected Invert	12.00	7,800.00
				$936,493.00

Rock Ties, Stone Protection and Topping (Contract No. 2805)

5,000	cu. yds.	Loose Rock Excavation at Corbett Quarry, Truck Measure	$ 0.50	$ 2,500.00
19,500	cu. yds.	Solid Rock Excavation at Corbett Quarry	1.00	19,500.00
51,000	cu. yds.	Excavation at Tunnel Point	1.05	53,550.00
105,000	cu. yds.	Excavation at Coopey Quarry	0.90	94,500.00
1,002,000	yd. sts.	Short Overhaul	0.02	20,040.00
92,700	C-yd. stn.	Long Overhaul	0.50	46,350.00
65,400	cu. yds.	Excavating and Placing Topsoil	0.80	52,320.00
157,000	yd. mi.	Hauling Topsoil	0.20	31,400.00
170	acres	Preparing, Fertilizing and Seeding Grass Areas	40.00	6,800.00
				$326,960.00

Culverts (Stas. 1045+13 and 1204+17)(Contract No. 2755)

330	cu. yds.	Structural Excavation	$ 5.00	$ 1,650.00
455	cu. yds.	Class "A" Concrete	30.00	13,650.00
71,400	lbs.	Metal Reinforcement	0.06	4,284.00
				$ 19,584.00

Work Performed by Union Pacific Railway Company's Forces

All Required	Construct Hauling Road Trestle	$ 5,000.00
	Subtotal	$1,437,742.00
	10% Engr. & Cont.	143,774.20
	Total	$1,581,516.20

Jordan Overcrossing (Sta. 521+04.25 to 521+35.75) (Contract No. 2755)

300	cu. yds.	Structural Excavation	$ 5.00	$ 1,500.00
265	cu. yds.	Class "A" Concrete	30.00	7,950.00
46,600	lbs.	Metal Reinforcement	0.06	2,796.00
75	lin. ft.	Metal Handrail	8.50	637.50
			Subtotal	$ 12,883.50
			10% Engr. & Cont.	1,288.35
			Total	$ 14,171.85

Length of Roadway	8.422 miles
Length of Bridge	.006 mile
Total Length	8.428 miles
Cost per mile, Roadway	$187,763.92

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$1,581,516.20	$830,776.00	$750,740.20
Bridge	14,171.85	7,445.00	6,726.85
	$1,595,688.05	$838,221.00	$757,467.05

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 589, Laws 1939
State Funds for Maintenance: Chap. 589, Laws 1939

March 19, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimate to accompany plans and specifications for the Troutdale-Wahkeena Section, Project No. PE-64B (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWW:lh

Encl.

Oregon State Highway Department — Federal Aid Project No. VI-248 (11)

TROUTDALE-BANKENNA CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 19, 1947

(STA. 519+50 TO 615+00) (STA. 728+50 TO 788+00) (STA. 802+50 to 1132+50) (STA. 1165+33 TO 1215+30) (CONTRACT NO. 2754)

Grading

All Required		Clearing and Grubbing		$ 10,000.00
60	cu. yds.	Trench Excavation, Unclassified	$4.00	240.00
600	cu. yds.	Structural Excavation, Unclassified	1.50	900.00
206,000	cu. yds.	Borrow Excavation, Unclassified	0.20	41,200.00
213,000	cu. yds.	General Excavation, Location "A", Unclassified	0.20	42,600.00
12,000	cu. yds.	General Excavation, Location "B", Unclassified	0.20	2,400.00
6,000	cu. yds.	General Excavation, Location "C", Unclassified	0.50	3,000.00
7,000	cu. yds.	Channel Change Excavation	0.70	4,900.00
1,900,000	yd. stas.	Short Overhaul	0.01	19,000.00
40,000	C-yd. stas.	Long Overhaul	0.40	16,000.00
7,000	lin. ft.	Rounding Cutbanks	0.10	700.00
2.49	miles	Finishing Roadbed and Slopes	500.00	1,245.00
440	lin. ft.	18" Corr. Iron Pipe, Protected Invert	3.00	1,320.00
450	lin. ft.	24" Corr. Iron Pipe, Protected Invert	4.00	1,800.00
130	lin. ft.	36" Corr. Iron Pipe, Protected Invert	10.00	1,300.00
250	hours	Topsoiling with Tractor and Carryall	11.00	2,750.00
50	hours	Topsoiling with Blade Grader	7.00	350.00
				$149,705.00

Hydraulic Embankment

All Required		Clearing		$ 12,000.00
1,900	cu. yds.	Structural Excavation, Unclassified	$ 2.50	4,750.00

3,800,000	cu. yds.	Hydraulic Embankment in Place	$0.28	$896,000.00
5,000	cu. yds.	Extra for Filling Cellular Wall	1.25	6,250.00
850	lin. ft.	18" Corr. Metal Pipe, Protected Invert	3.50	2,975.00
1,100	lin. ft.	18" Extra Strength Corr. Metal Pipe, Protected Invert	4.00	4,400.00
1,300	lin. ft.	24" Corr. Metal Pipe, Protected Invert	4.50	5,850.00
2,800	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	5.00	14,000.00
450	lin. ft.	30" Corr. Metal Pipe, Protected Invert	6.00	2,700.00
150	lin. ft.	36" Corr. Metal Pipe, Protected Invert	8.00	1,200.00
650	lin. ft.	36" Extra Strength Corr. Metal Pipe, Protected Invert	9.00	5,850.00
				$955,975.00

Rock Toe Slope Protection and Fencing

5,000	cu. yds.	Loose Rock Excavation at Corbett Quarry, Truck Measure	$0.60	$ 3,000.00
19,500	cu. yds.	Solid Rock Excavation at Corbett Quarry	0.90	17,550.00
51,000	cu. yds.	Excavation at Tunnel Point	0.90	45,900.00
105,000	cu. yds.	Excavation at Coopey Quarry	0.90	94,500.00
1,002,000	yd. stns.	Short Overhaul	0.02	20,040.00
92,700	C-yd. stns.	Long Overhaul	0.50	46,350.00
65,400	cu. yds.	Excavating and Placing Topsoil	0.60	39,240.00
157,000	yd. miles	Hauling Topsoil	0.15	23,550.00
170	acres	Preparing, Fertilizing and Seeding Grass Areas	30.00	5,100.00
				$295,230.00

Culverts (Stas. 1045+13 and 1204+27) (Contract No. 2755)

330	cu. yds.	Structural Excavation	$ 5.00	$ 1,650.00
455	cu. yds.	Class "A" Concrete	30.00	13,650.00
71,400	lbs.	Metal Reinforcement	0.06	4,284.00
				$ 19,584.00

Work Performed by Union Pacific Railway Company's Forces

All Required	Construct Hauling Road Trestle		5,000.00
		Subtotal	$1,423,434.00
		10% Engr. & Cont.	142,549.40
		Total	$1,568,043.40

Oregon State Highway Department

Federal Aid Project
No. FH-248 (11)

TROUTDALE-BASELINE CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 8, 1946 May 1947

(STA. 319+50 TO 515+00) (STA. 725+50 to 785+00) (Sta. 892+50 to 1132+50)
(STA. 1154+33 to 1215+30) (CONTRACT NO. 7751)

All Required		Lands, Rights of Way, Etc.		$ 10,000.00
Grading				
All Required		Clearing and Grubbing		$ 10,000.00
60	cu. yds.	Trench Excavation, Unclassified	$ 4.00	240.00
600	cu. yds.	Structural Excavation, Unclassified	1.50	900.00
206,000	cu. yds.	Borrow Excavation, Unclassified	0.[illegible]	41,200.00
213,000	cu. yds.	General Excavation, Location "A", Unclassified	0.20	42,600.00
12,000	cu. yds.	General Excavation, Location "B", Unclassified	0.20	2,400.00
6,000	cu. yds.	General Excavation, Location "C", Unclassified	0.50	3,000.00
7,000	cu. yds.	Channel Change Excavation	0.70	4,900.00
1,900,000	yd. stas.	Short Overhaul	0.01	19,000.00
40,000	C-yd.stas.	Long Overhaul	0.40	16,000.00
7,000	lin. ft.	Rounding Cutbanks	0.10	700.00
2.49	miles	Finishing Roadbed and Slopes	500.00	1,245.00
440	lin. ft.	18" Corr. Iron Pipe, Protected Invert	3.00	1,320.00
450	lin. ft.	24" Corr. Iron Pipe, Protected Invert	4.00	1,800.00
130	lin. ft.	36" Corr. Iron Pipe, Protected Invert	12.00	1,560.00
250	hours	Topsoiling with Tractor and Carryall	11.00	2,750.00
50	hours	Topsoiling with Blade Grader	7.00	350.00
				$149,705.00

Extralite Embankment

All Required		Clearing		$ 12,000.00	
1,900	cu. yds.	Structural Excavation, Unclassified	$ 2.00	~~$ 3,800.00~~ 2.50	4750.00
3,200,000	cu. yds.	Hydraulic Embankment in Place	~~0.25~~ .28	~~800,000.00~~	896000.00
5,000	cu. yds.	Extra for Filling Cellular Wall	~~0.60~~ 1.25	~~3,000.00~~	6250.00
850	lin. ft.	18" Corr. Metal Pipe, Protected Invert	3.00	3.50 ~~2,550.00~~	2975.00
1,100	lin. ft.	18" Extra Strength Corr. Metal Pipe, Protected Invert	~~3.90~~ 4.00	~~3,850.00~~	4400.00
1,300	lin. ft.	24" Corr. Metal Pipe, Protected Invert	~~4.00~~ 4.50	~~5,200.00~~	5850.00
2,800	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	~~4.50~~ 5.00	~~12,600.00~~	14000.00
450	lin. ft.	30" Corr. Metal Pipe, Protected Invert	~~5.50~~ 6.00	~~2,475.00~~	2700.00
150	lin. ft.	36" Corr. Metal Pipe, Protected Invert	~~7.50~~ 8.00	~~1,125.00~~	1200.00
650	lin. ft.	36" Extra Strength Corr. Metal Pipe, Protected Invert	~~8.50~~ 9.00	~~5,525.00~~	5850.00
				~~$52,125.00~~	
				95775.00	

Rock Toe Slope Protection and Topping

3,000	cu. yds.	Loose Rock Excavation at Corbett Quarry, Trunk Measure	$ 0.60	$ 3,000.00
19,500	cu. yds.	Solid Rock Excavation at Corbett Quarry	~~0.80~~ .90	~~15,600.00~~ 17550.00
		Excavation at Tunnel Point	~~0.85~~ .90	~~43,350.00~~ 45900.00
51,000	cu. yds.	Excavation at Coopey Quarry	~~0.70~~ .90	~~77,500.00~~ 94500.00
105,000	cu. yds.	Short Overhaul	0.02	20,040.00
1,002,000	yd. stas.	Long Overhaul	0.30	46,350.00
92,700	C-yd. stas.	Excavating and Placing Topsoil	0.60	39,240.00
65,400	cu. yds.	Hauling Topsoil	0.15	23,550.00
157,000	yd. mi.	Preparing, Fertilizing and Seeding Grass Areas	30.00 ~~50.00~~	~~$ 5,100.00~~ 5100.00
170	acres			
				~~$273,190.00~~
				295290.00

Culverts (Stas. 1045+13 and 1204+17) (Contract No. 2755)

330	cu. yds.	Structural Excavation	$ 5.00	$ 1,650.00
455	cu. yds.	Class "A" Concrete	30.00	13,650.00
71,400	lbs.	Metal Reinforcement	0.06	4,284.00
				$ 19,584.00

Work Performed by Union Pacific Railway Company's Forces

All Required	Construct Hauling Road Trestle	$ 5,000.00	
	Subtotal	~~$1,293,544.00~~	1,425440.00
	10% Engr. & Con.	~~129,354.40~~	142544.00
	Total	~~$1,422,898.40~~	1568043.40

Jordan Overcrossing (Sta. 521+04.25 to 521+35.75)
(Contract No. 2755)

390	cu. yds.	Structural Excavation	$ 5.00	$ 1,500.00
265	cu. yds.	Class "A" Concrete	30.00	7,950.00
46,600	lbs.	Metal Reinforcement	0.06	2,796.00
75	lin. ft.	Metal Handrail	8.50	637.50
			Subtotal	$ 12,883.50
			10% Engr. & Cont.	1,288.35
			Total	$ 14,171.85

Length of Roadway	8.422 miles
Length of Bridge	.006 mile
Total Length	8.428 miles
Cost per mile, Roadway	~~$169,733.87~~

+ 186,184.20

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
~~Lands, Rights of Way, Etc.~~	~~$ 10,000.00~~	~~$ 4,900.00~~	~~$ 5,100.00~~
		830414.00	
Construction:			
Roadway	1,568,043.40	~~2,429,498.40~~	~~795,216.00~~
Bridge		~~14,171.85~~	~~7,086.00~~
		~~$2,453,670.25~~	~~$800,000.00~~
		1582,215.25	838,000.00

~~634,282.40~~ 737549.40
~~5,287.85~~ 6665.85
~~$645,570.25~~
744,215.25

Files

RECEIVED
DEC 3 1946
FOR FILING

FI-248-11

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Dec. 3, 1946

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	16693	2755	7-Final	Archie R. Averill	2,529.78	298942	ok, gl
2.							
3.							
4.							
5.							
6.				Mr. Glaisyer:			
7.				Your notice of acceptance is on			
8.				file with us for this contract.			
9.				nnw			
10.							
11.							
12.							

NOTED ON CARD
12-3-46 gs

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

RECEIVED
NOV 15 1946
FOR FILING

FI 248-11

November 15, 1946

Great American Indemnity Co.,
Harvey Wells-Reed Ins.Agency, Agents
Failing Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2755 for work on the Troutdale-Wahkeena Creek Section of the Columbia River Highway, in Multnomah County, has been completed by the contractor, Archie R. Averill, and that final payment in the amount of $2,529.78 will be made on or after November 25, 1946.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $50,909.26, of which amount $146.46 represents the amount of force account items. This contract was completed on October 10, 1946 and accepted by the Commission on October 29, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

NOTED ON CARD
11-15-46

gl

RECEIVED
NOV 15 1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

FT 248 -11

Salem, Oregon
October 19, 1946

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Sir:

For your information, Archie R. Averill completed work on Contract 2755, Troutdale-Wahkeena Creek Overpass and Culverts on the Columbia River Highway in Multnomah County, on October 10, 1946. Will you please secure authority to pay the final estimate on this job.

The specified date for completion of the work was July 31, 1946. The Commission has approved two separate extensions of time on this contract. At the Commission meeting of August 7, the time was extended to September 14, 1946, and at the Commission meeting of September 23, the time was extended to October 14, 1946.

Very truly yours,

W. A. Reeves
Bridge Office Engineer

CAG GM
cc W. A. Reeves
Goldie Lewis

REFERRED TO
Mrs. Lewis
BY SECRETARY

for agenda ✓

APPROVED BY HIGHWAY COMMISSION
DATE October 22 1946
Secretary

RECEIVED
NOV 15 1946
FOR FILING

AGENDA
OCT 28 1946

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

F1-248-11

Salem, Oregon
October 18, 1946

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Sir:

The bridges on the Troutdale-Wahkeena project, Contract No. 2755, Archie R. Averill, contractor, was completed October 10, 1946.

Will you please obtain authorization to make final payment?

Very truly yours,

W. A. Reeves
Bridge Office Engineer

WAR BW

cc G. Lewis

DATE October 29, 1946

RECEIVED
OCT 1 1946
FOR FILING

EI 3X2-11

October 1,1946

Mr. Archie R. Averill
Rte. 10, Box 874
Portland 2, Oregon

Dear Sir:

The State Highway Commission at its meeting on September 23, 1946 granted you the extension of time requested, from September 14 to October 14, 1946, without penalty, in connection with contract No. 2755 for culverts on the Troutdale-Wahkeena Creek Section of the Columbia River Highway, in Multnomah County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

RECEIVED
JUL 24 1946
FOR FILING

July 17, 1946

K/ 248-11
Hyd. Embank.

Mr. W. L. Paulson, Vice President
Standard Dredging Corporation
800 Central Building
Los Angeles 14, California

Dear Sir:

In answer to your letter of July 9, concerning the hydraulic rockfbed embankment on the Troutdale-Wahkeena Creek Section, I am sending you under separate cover plans and specifications on which we recently rejected bids.

It is necessary for an outside contractor to prequalify before he can bid in the State of Oregon, and I am also sending you two prequalification blanks, one of which may be kept for your own records. As soon as we have approved your prequalification you may bid in the amount approved.

I might also call your attention to the Wahkeena Creek-Dodson Section which was advertised by the Public Roads Administration as a forest highway project and which joins this section. Arrangements were made to advertise their section at the same time as ours so that one contractor could secure both jobs. Their section contains about two million yards. We have set no definite time for readvertising this job and probably will not readvertise it immediately unless some contractor requests it and feels he can bid appreciably lower than at the last bidding. The job has been advertised twice. The first time the bid was $0.27, and the last time the bid was $0.306 on our project and $0.28 on the Public Roads Administration's project. We contracted several similar jobs before the war, the maximum price on which was $0.159 and on which the contractor made a very satisfactory profit. The nominal increase in prices on other work has been from thirty-five to fifty per cent; therefore, we can see no reason why a contractor is justified in asking such an increase for dredging work.

I think the magnitude of the job would justify an inspection on the ground and that you will find it an unusually simple and profitable job for anyone equipped with adequate hydraulic equipment. You may contact W. C. Williams, Division Engineer, 9200 S. E. McLoughlin

Boulevard, Portland (telephone LAncaster 2125, mail address P. O. Box 4644, Sellwood Station, Portland 2, Oregon), if you wish to be shown over the job. After you have looked it over, I think we can readvertise it almost any time, but the Highway Commission does not wish to call for bids again unless there is some assurance that a reasonable price can be obtained.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. S. Smith
Mr. W. C. Williams

STANDARD DREDGING CORPORATION

NEW YORK 4, N. Y.
80 BROAD STREET
LOS ANGELES 14, CALIF.
800 CENTRAL BLDG.
GALVESTON, TEXAS
320 COTTON EXCHANGE BLDG.

HARBOR IMPROVEMENTS, DREDGING
LAND RECLAMATION, CANALS
BREAKWATERS, DREDGING MACHINES
Los Angeles, California

MEXICO, D. F.
EDIFICIO, "LA NACIONAL"
HONOLULU 1, T. H.
409 HAWAIIAN TRUST BLDG.
CABLE ADDRESS: UNDRECO

July 9th, 1946.

State Highway Commission
Portland, Oregon

Gentlemen:

Referring to the recent work, hydraulic roadbed embankment (6.18 miles) Troutdale - Wahkeena Creek Section of Columbia River Highway, Multnomah County, Oregon (FI-248-11) on which the General Construction was low bidder;

We have been informed that these bids were thrown out and that it is your intention to readvertise this work.

If our understanding is correct, will you kindly send us the plans and specifications for the new letting?

Also we would be pleased to know what the requirements are for out-of-state contractors to bid on this work.

Thanking you very kindly, we are

Very truly yours,

STANDARD DREDGING CORPORATION

WLP:h

By W. L. Paulson
W. L. Paulson
Vice President

H. G. Smith
Glenn Jackson

RECEIVED

RECEIVED
JUL 13 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

June 27, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence today in the action of the State Highway Commission in returning the one bid received for Roadbed Topping, Rocktoe, Slope Protection, etc., due to the fact that this construction was contingent on award of contract for the hydraulic embankment, the bids for which were rejected at the opening on June 26th.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUN 29 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

June 26, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our concurrence today in the action of the State Highway Commission in rejecting as excessive, all bids received for Oregon FI-248(11), Troutdale-Wahkeena Creek Section of the Columbia River Highway.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUN 29 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 24 1946
FOR FILING

248-11

June 22, 1946

2755

Mr. T. E. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six copies of revised special provision pages for the hydraulic embankment project and the rock toe and topping project on the Troutdale-Wahkeena Creek Section, Project No. FI-240 (11).

Likewise, we are sending six copies of the letters sent to prospective bidders concerning the revised specifications.

For the hydraulic embankment project, the revised special provision pages 15, 16 and 17 are to replace the corresponding pages in the bid proposals sent to you previously.

For the rock toe and topping project, the two revised pages 25 and 26 are to replace pages 25, 26 and 27 in the bid proposals which you have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:GS

RECEIVED
MAY 6 1947
FOR FILING

FI-24F-11

June 20, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of June 12, 1946, we are sending, under separate cover, four copies of agreement with the Union Pacific Company for construction of temporary railroad trestle to provide access to Coopey quarry. FI-348(11)

We are also sending six blueprint copies of the trestle plan.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

June 14, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six bid proposals each for the hydraulic embankment project and the rock toe and topping project on the Troutdale-Bankeena Creek Section, Project No. FI-248 (11).

The completion date for the hydraulic embankment project has been changed to December 31, 1947, and this change results in revision of the schedule of performance specifications. Also, an additional specification under the subhead "Bid Schedules A and B" has been added which provides for the bidding of the work in combination with the similar forest highway project on which your department is receiving bids. Revised bid sheets have been included in the proposal to permit this combination bid.

The completion date for the rock toe and topping project has been changed to March 31, 1948, and this change, likewise, results in revision of the schedule of performance specifications for that project.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING

RECEIVED
JUN 17 1946
FOR FILING

FI 248-11

2795

June 14, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six bid proposals each for the hydraulic embankment project and the rock toe and topping project on the Troutdale-Wahkeena Creek Section, Project No. FI-248 (11).

The completion date for the hydraulic embankment project has been changed to December 31, 1947, and this change results in revision of the schedule of performance specifications. Also, an additional specification under the subhead "Bid Schedules A and B" has been added which provides for the bidding of the work in combination with the similar forest highway project on which your department is receiving bids. Revised bid sheets have been included in the proposal to permit this combination bid.

The completion date for the rock toe and topping project has been changed to March 31, 1948, and this change, likewise, results in revision of the schedule of performance specifications for that project.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

RECEIVED
JUN 13 1946
FOR FILING

FI 248-11

Hyd. Embankment

2755

June 12, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Dear Sir:

Referring to the upper Columbia River Projects F I - 248 (11), this will advise that we propose to supplement the special provisions submitted to you a few days ago with general provisions relating to indemnity agreements and bonds to be furnished the Union Pacific R. R. Company, and to arrangements under which bidders may bid the projects in combination with the adjoining forest highway project involving the same kind of work.

These general provisions will be similar to provisions of the same nature which you have heretofore approved for other projects. They have been delayed this time pending completion of negotiations with the R. R. Company through which we hope to influence the Company to accept bond protection in lesser amounts than now asked. The provisions for combination bidding are agreed upon with your Forest Highway Engineers, but are being held for submission along with the provisions relating to the indemnity agreement and bond.

We are looking upon these supplemented provisions as revisions made subsequent to approval of the P. S. & E., as is frequently necessary. The provisions will be sent to you for approval within a very few days and prospective bidders will be notified sufficiently in advance of the bid opening to enable the bidders to give them due consideration in the bids.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. PROBERT
OFFICE ENGINEER

SHP:GED

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

Division 8

June 12, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FI-248(11), Troutdale - Wahkeena Creek Section of the Columbia River Highway, have been recommended for approval today, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Please submit copies of the railroad agreement and temporary trestle plans requested in our letter of November 27, 1945.

In accordance with our telephone conversation with Mr. Probert, the Washington Office will be advised that supplemental special provisions covering the bond to be furnished to railroad, telegraph and telephone companies are in preparation and copies will be forwarded before the bid opening.

Very truly yours,

T. M. DAVIS
District Engineer.

By H A Stoddart

H. A. STODDART
Sr. Highway Engineer.

RECEIVED
JUN 13 1946
OREGON
STATE HIGHWAY COMMISSION

June 8, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Troutdale-Nakkeana Creek Section, Project No. FI-248 (11).

Six bid proposals each of the hydraulic embankment and rock toe and topping projects and six sets of reduced blue line plans are being sent under separate cover.

The plans for this project have been revised by the inclusion of additional work consisting of placing topsoil on the fill slopes and seeding to prevent erosion difficulties.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:GS
Encl.

RECEIVED
MAY 24 1946
FOR FILING
FI 248-11
2755

May 18, 1946

Mr. W. M. Lynch
Division Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to Mr. Probert's telephone conversation with Mr. Andrews in regard to the means to be used in permitting contractors to bid the two Upper Columbia River hydraulic embankment projects in combination; also in regard to the arrangements under which the successful bidder or bidders are to be required to enter into protective agreements with the railroad and telegraph companies.

To acquaint you with the means we have used under similar conditions, we are sending herewith the proposal form (including special provisions) prepared when one unit of the proposed hydraulic embankment work was advertised last December; also three sheets from the proposal form for the slope protection and topping project which was advertised at the same time and which we thought might be bid in combination with the hydraulic job.

In the proposal form, please refer to (1) sheets 14 to 17 of the special provisions, (2) the railroad agreement form and bond form bound therewith, and (3) the qualification sheet which follows the bid items. In the special provisions for the slope protection project, you will find the "sister" provisions and qualification clauses pertaining to the same matter.

In case you find it impossible to permit a contractor to bid the two jobs in combination with a lump sum reduction to be shared by both jobs, would you object to our providing for a reduction offer applicable to the bid on our project in the event the same bidder receives the award of your project?

With reference to the protection to be provided the railroad and telegraph companies, the nature of this protection is specifically stipulated in the agreement which permits us to encroach on railroad property. That agreement does not require liability or property damage insurance but requires, instead, that the contractor be required to enter into a joint protective agreement with the railroad and telegraph companies and that he

be required to give bond to the railroad and telegraph companies in the amount of $50,000. It is necessary, therefore, that provision for such agreement and bond be included in the provisions of your contract. In this connection please note that if the same contractor is awarded both projects, a single agreement covering both projects, and a single bond in the amount of $50,000, will meet the requirements of our agreement with the railway company.

Our next contract letting has been set for June 26 and 27. Our preference would be to put the hydraulic embankment jobs on for June 26th, so that our slope protection project can follow on the 27th. Please advise, if the 26th is not an acceptable date from your standpoint.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

Encl.

cc to T. E. Davis

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(22)

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

SYMBOLS

DL = Day Letter

NL = Night Letter

LC = Deferred Cable

NLT = Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PR253 LG PD=PORTLAND ORG 14 738P

1946 MAY 14 PM 3 27

R H BALDOCK=

:STATE HIGHWAY ENGINEER=

AS YOU NO DOUBT KNOW. WE ARE CONSTRUCTING LINE CHANGE ON RAILROAD COMPANY PROPERTY BY THE SLIDE CONDITION EAST OF MULTNOMAH FALLS. WATER IN COLUMBIA RIVER HAS RAISED ABOVE THE DYKE CONSTRUCTED BY HIGHWAY DEPARTMENT FOR NEW HIGHWAY BETWEEN RAILROAD AND COLUMBIA RIVER. PLEASE ADVISE WHEN IT IS ANTICIPATED NEW HIGHWAY WILL BE CONSTRUCTED. IF CONSTRUCTION IS TO BE HELD IN ABEYANCE INDEFINITELY, WILL BE NECESSARY FOR RAILROAD COMPANY TO PLACE FROM 7.000 TO 10.000 CUBIC YARDS RIPRAP TO PROTECT NEW EMBANKMENT, WHICH WILL NOT BE NECESSARY IF NEW HIGHWAY TO BE CONSTRUCTED BY THIS TERRITORY WHEN WATER COLUMBIA RIVER RECEDES THIS YEAR=

P T MCCARTHY SUPT, U.P.R.R.CO

ING ITS SERVICE

...ver construction. Mr. Ben L. Campbell, an engineer who had considerable experience with the U. S. Army Engineers and the Port of Portland, was an employee of ours at that time and had charge of the work in determining the most suitable dredging areas. It is possible that the pumping distance for the material to be deposited between Stations 572 and 615 could be materially shortened by getting another borrow pit farther west along the river.

It is my recollection that the dredge "Washington," a 22-inch dredge, did not use a booster pump on any of its work. The "Washington" pumped 22,500 cubic yards per day on a less favorable contract than this, and I see no reason why the Port of Portland's dredge could not average at least that amount.

Permit me to suggest that you consider quoting us a price per day of three 8-hour shifts for which you would be willing to furnish a contractor the dredge, crew, including superintendent, repairman, float line, shore line, necessary tugboats, welder barges and booster pump, if such a pump is necessary. I think the agreement should also provide for a rebate to the contractor for lost time due to the dredge, of more than twenty per cent of the total time. If some such clause is not included, I do not see how the shore contractor could make an intelligent bid.

Another alternate would be to quote a price per yard delivered into the shore pipe, with some arrangement for rebate for lost time more than above stated.

RECEIVED
MAR 7 1946
FOR FILING

245-11
Hydraulic Embankment
2755

March 6, 1946

Mr. H. L. Corbett, President
Port of Portland
Corbett Building
Portland 4, Oregon

Troutdale - Columbia Co. Line
Col. 1 F x 2
Hydraulic embankment
Sheet No. 1

Dear Mr. Corbett:

Yesterday at lunch you spoke of the availability of dredge material on the upper Columbia River in the vicinity of the proposed highway job. For your information I am sending you, under separate cover, two prints showing the layout of the proposed fill to be made by hydraulic embankment along the Columbia River between Troutdale and Washougal Falls.

C & A 535

We have been granted a permit from the U. S. Army Engineers to dredge from the areas shown, and prior to securing the permit we made extensive investigations in order to obtain the coarsest and most suitable material for such construction. Mr. Ben L. Campbell, an engineer who had considerable experience with the U. S. Army Engineers and the Port of Portland, was an employee of ours at that time and had charge of the work in determining the most suitable dredging areas. It is possible that the pumping distance for the material to be deposited between Stations 572 and 615 could be materially shortened by getting another borrow pit further west along the river.

It is my recollection that the dredge "Washington," a 22-inch dredge, did not use a booster pump on any of its work. The "Washington" pumped 22,500 cubic yards per day on a less favorable contract than this, and I see no reason why the Port of Portland's dredge could not average at least that amount.

Permit me to suggest that you consider quoting us a price per day of three 8-hour shifts for which you would be willing to furnish a contractor the dredge, crew, including superintendent, repairmen, fleet line, shore line, necessary tugboats, welder barges and booster pump, if such a pump is necessary. I think the agreement should also provide for a rebate to the contractor for lost time due to the dredge, of more than twenty per cent of the total time. If some such clause is not included, I do not see how the shore contractor could make an intelligent bid.

Another alternate would be to quote a price per yard delivered into the shore pipe, with some arrangement for rebate for lost time more than above stated.

I thank you for your consideration of the subject and the public interest that you have manifest in its regard.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HX
cc Mr. T. H. Banfield
Mr. H. G. Smith

RECEIVED
JAN 22 1946
FOR FILING

FI 248 (11)

January 21, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

your letter of January 14, advise that I
e clearing of the entire borrow-pit area
routdale-Wahkeena Creek Section was
a misunderstanding of the "elemental
provement." Mr. Smith advises that he
Mr. Young a few days before the con-
arranged to leave a berm of several
edbed and the borrow pit.

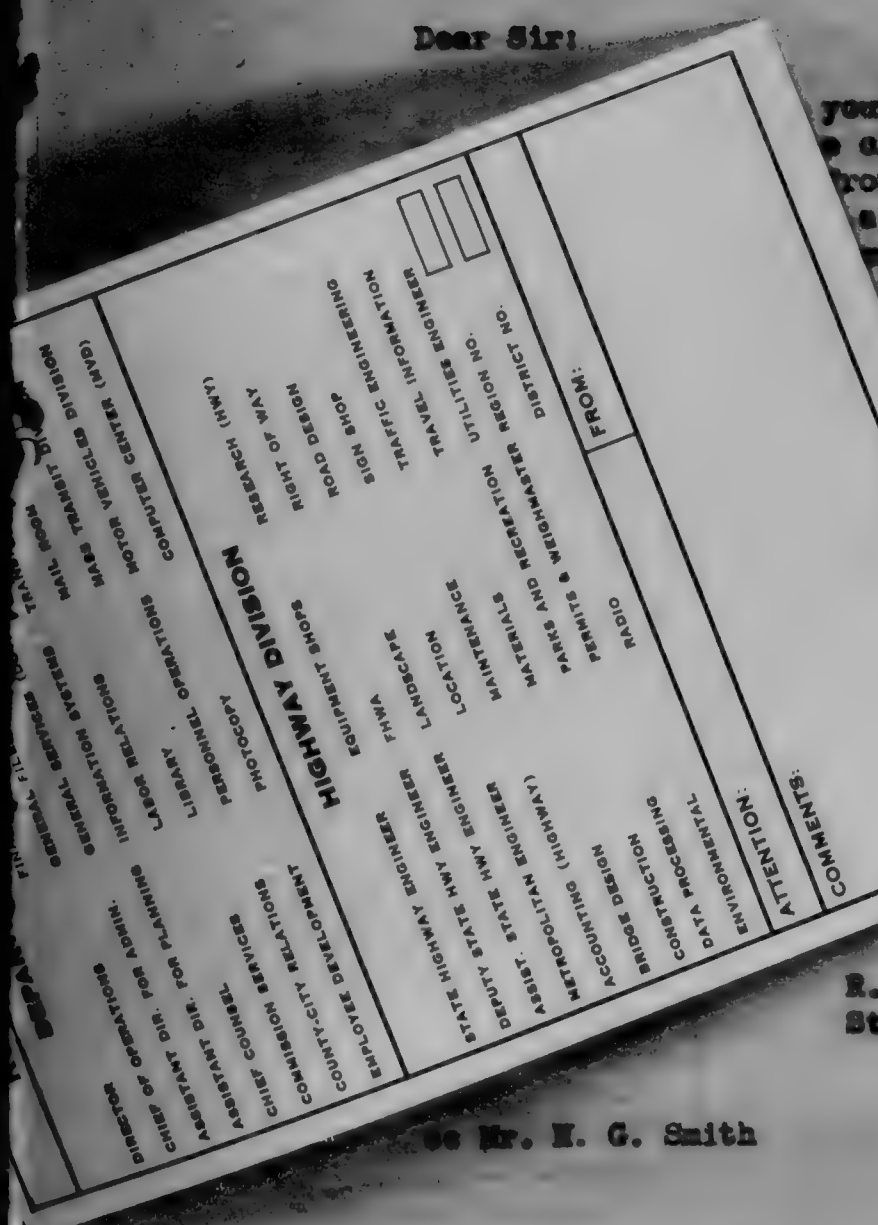
taken great pains to leave timber
the various units of this highway,
that the berm was not being left
feature was not stressed as much
ld engineers report that the
afforded an effective screen,
better than nothing.

idea to minimize the effect
ape schemes.

rs,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith



RECEIVED
JAN 22 1946
FOR FILING

FI 246 (11)

January 21, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

In reply to your letter of January 14, advise that I agree with you that the clearing of the entire borrow-pit area at Station 525 on the Troutdale-Wahkeena Creek Section was apparently done through a misunderstanding of the "elemental principles of roadside improvement." Mr. Smith advises that he was over the project with Mr. Young a few days before the contract was let, and it was arranged to leave a berm of several hundred feet between the roadbed and the borrow pit.

Inasmuch as we had taken great pains to leave timber wherever possible throughout the various units of this highway, there was no reason to suppose that the berm was not being left for a screen, but perhaps this feature was not stressed as much as it should have been. The field engineers report that the timber was too scattered to have afforded an effective screen, but, of course, it would have been better than nothing.

Naturally, it will be our idea to minimize the effect of the borrow pit by various landscape schemes.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

RECEIVED
JAN 16 1946
OFFICE OF

January 14, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

During a recent inspection report of the construction on Oregon Project FI-243(11), the Troutdale-Wahkeena Creek Section, it was noted that the clearing of the entire borrow pit at Station 525 had been accomplished without leaving a fringe between the borrow pit and the highway.

This it seems to us is a violation of elemental principles of roadside improvement, and we assume a part of the blame for not insisting on a provision being made in the Special Provisions for the preservation of a sufficient strip of the existing timber to screen the borrow pit site.

Since such a provision was not made at the P.S.& E. stage, it is suggested that some arrangement be made to provide a screen by the planting of fast growing material such as willows, etc., which could be backed up by slower growing, but longer lived material which would eventually form the real screen.

Will you please advise as to your intentions with regard to the screening of this borrow pit.

Very truly yours,

T. M. DAVIS
District Engineer.

NOTED
U. S. SNELL

RECEIVED
JAN 16 1946
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
for Chief Engineer

Original to Portland

FI 248-11

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 22 1945
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

December 13, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

This will confirm our verbal concurrence today in the action of the Highway Commission in rejecting, as excessive, all bids submitted for construction of Oregon Project FI-248(11), the Rock slope protection and roadbed topping portion of the Troutdale-Wahkeena Creek Section of the Columbia River Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 21 1945
OREG.
STATE HIGHWAY COMMISSION

Copy sent to Pilot

FI 248-11

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 20 1945
FOR FILING

December 13, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

This will confirm our verbal concurrence today in the action of the Highway Commission in rejecting, as excessive, all bids submitted for construction of Oregon Project FI-248(11), the hydraulic grading portion of the Troutdale-Wahkeena Section of the Columbia River Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 21 1945
STATE HIGHWAY COMMISSION

Copy sent to Mr. Probst

Form 3010
8-41-5M

FI 243-11

UNION PACIFIC RAILROAD COMPANY

NOTED
Asst. State Highway Engineer

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

RECEIVED
DEC 3 1945
FOR FILING

5
PORTLAND, OREGON

General

November 29, 1945.

91

Mr. C. B. McCullough,
Assistant State Highway Engineer,
Salem, Oregon.

Dear Sir:

Yours of November 27th, in regard to highway construction between Troutdale and Wahkeena Creek, and with particular reference to damage to our communication lines by Messrs. Leonard & Slate, on account of the boom of their shovel getting into our telegraph wires just east of the Sandy River bridge:

I concur with you that this would not justify changing my opinion as to the elimination of bonds, etc., in connection with the items of work outlined in Mr. Baldock's letter, and in my letter November 22nd.

In other words, I concur with the last sentence of yours of November 27th.

Yours truly,

S. MURRAY

RECEIVED
1945
FOR FILING

FI 248-11

General

November 27, 1945

Mr. S. Murray
Resident Engineer
Union Pacific Railroad Co.
Portland, Oregon

Dear Sir:

We refer to your letters of November 22 and 23 concerning our contracts for highway construction between Troutdale and Wahkeena Creek.

In accordance with the suggestion made in the next to last paragraph in the letter of November 22, we are deleting from Section 5 of the agreement to be entered into by the contractor, all reference to the amount per month that may be charged for Western Union employees.

With regard to our contractors damaging your telegraph lines, as mentioned in your letter of November 23, we are advised that that damage had to do with the freight shipment and unloading of one of the contractor's shovels, rather than with any operation directly connected with our contract. Your company handles many shipments of heavy equipment without having any agreement or bond to fall back on in the event the unloading results in damage to railroad property. For that reason, we feel that this unloading accident is no indication that agreements and bonds between contractors and the railroad company should be required in connection with highway construction contracts such as that held by Leonard & Slate. We hope that you are of the same opinion.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

SHP:GED

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

November 27, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project FI-248(11) Troutdale-Wahkeena Creek Section of the Columbia River Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Our approval of the Special Provisions does not include the paragraph on alterations of construction insofar as Federal funds are concerned.

Copies of the agreement with the Union Pacific reduced to writing for the Coopey Quarry Underpass should be submitted with the project agreement estimate. Please submit plans for this structure at your early convenience.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
NOV 29 1945
OREGON
STATE HIGHWAY COMMISSION

Form 3010
8-41-5M

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

November 23, 1945.

Mr. R. H. Baldock,
Chief Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I wrote you yesterday in regard to elimination of special provisions in respect to contracts at certain points between Troutdale and Wahkeena Creek.

This morning, however, I am advised that on Monday, November 19th, one of your contractors, Leonard & Slate, let the beam of their shovel get into our telegraph wires just east of the Sandy River bridge, thereby leaving us without communications from 10:30 AM to 1:30 PM.

If my information is correct, this makes me wonder whether we are right in eliminating the special provisions from any of this work.

Yours truly,

S. MURRAY

RECEIVED
NOV 24 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 24 1945
FOR FILING

208-M

November 23, 1945

Mr. Archie R. Averill
Route 10, Box 874
Portland 2, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2755 which was awarded to you on October 30, 1945, by the State Highway Commission, covering Troutdale-Wahkeena Creek Overpass and Culverts on the Columbia River Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Sent by Express

Form 3010
8-41-5M

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

November 22, 1945

91

Mr. R. H. Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

(CC - Mr. Roy F. Shields - Bldg)

Dear Sir:

Referring to yours of September 18, 1945 in regard to roadbed construction on the present uncompleted portion of the relocated Columbia River Highway between Sandy River and a point about 0.25 miles east of Wahkeena Creek, in Multnomah County:

We concur in your opinion that it is unnecessary to require special agreement and furnishing of bond to the railroad company in connection with the structure contract, involving (a) the construction of a service road underpass just east of the Sandy River, (b) a box culvert at Bridal Veil Creek, and (c) a box culvert at Wahkeena Creek; total estimated cost $38,000, and also -

The roadbed grading contract, involving (a) 200,000 cubic yards of borrow excavated opposite Highway Station 527 and placed in roadbed between the Sandy River and Highway Station 572, (b) roadbed cuts and fills between Highway Stations 892 plus 50 and 962 plus 50, and (c) minor grading work at three isolated locations, including channel changes in Bridal Veil and Wahkeena Creeks.

I also agree with you that the work to be performed by contractors under contracts Numbers 3 and 4, as you have listed them, should be covered by special agreement and the furnishing of bond.

The special provisions, agreement form, and bond form, seem to be satisfactory, except that at the present time there is a limit on the wages and expenses of the Telegraph Company's employes, which does not represent present wages and expenses. The Telegraph Company now pays its patrolmen $220 per month, with time and one half after eight (8) hours and on Saturdays and Sundays, and their expenses can be computed at about $100 per month. Therefore, I think the reference to money in Section 5 should be eliminated entirely, the same as in the provisions referring to the Railroad (Section 4).

Will you please let us have your views in regard to this.

Yours truly,

S. MURRAY

RECEIVED
NOV 24 1945
OREGON
STATE HIGHWAY COMMISSION

November 16, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate for the Troutdale-Wahkeena Creek Section, Project No. FI 248 (11), which estimate has been revised by including the cost of a temporary trestle on the Union Pacific Company's tracks to provide an undercrossing for the hauling road to be used by the contractor for the rock toe and topping project.

The agreement with the railroad company for the construction of the trestle has not been completed, but copies will be forwarded to you as soon as it has been received.

We are also enclosing six copies each of special provision pages 1 for the hydraulic embankment and the rock toe and topping projects, revised to show the correct place of receiving bids.

Six blue line copies of plan sheets numbers 2-A, 9, 10, 11 and 12 are being sent under separate cover, which sheets have been revised to show the rock topping to be constructed 44 feet in width and to show an alignment revision from Station 914+38.9 to Station 975+06.4. The change in alignment results in the length of project being 8.427 miles. Please correct the copies of plan sheet number 2, which you now have, to conform.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. VI-248 (11)

TROUTDALE-SAPE KEHA CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 15, 1945

(STA. 519+50 TO 615+00)(STA. 775+50 TO 788+00)(STA. 892+50 to 1132+50)
(STA. 1152+22 TO 1214+30)(Contract No. 2754)

All Required		Lands, Rights of Way, Etc.		$ 10,000.00
Grading				
All Required		Clearing and Grubbing		$ 10,000.00
60	cu. yds.	Trench Excavation, Unclassified	$ 4.00	240.00
600	cu. yds.	Structural Excavation, Unclassified	1.50	900.00
206,000	cu. yds.	Borrow Excavation, Unclassified	0.20	41,200.00
213,000	cu. yds.	General Excavation, Location "A", Unclassified	0.20	42,600.00
12,000	cu. yds.	General Excavation, Location "B", Unclassified	0.20	2,400.00
6,000	cu. yds.	General Excavation, Location "C", Unclassified	0.50	3,000.00
			0.70	4,900.00
7,000	cu. yds.	Channel Change Excavation	0.01	19,000.00
1,900,000	yd. stns.	Short Overhaul	0.40	16,000.00
40,000	C-yd.stns.	Long Overhaul	0.10	700.00
7,000	lin. ft.	Rounding Cutbanks	500.00	1,245.00
2.49	miles	Finishing Roadbed and Slopes		
440	lin. ft.	8" Corr. Iron Pipe, Protected Invert	3.00	1,320.00
450	lin. ft.	24" Corr. Iron Pipe, Protected Invert	4.00	1,800.00
130	lin. ft.	36" Corr. Iron Pipe, Protected Invert	10.00	1,300.00
250	hours	Topsoiling With Tractor and Carryall	11.00	2,750.00
50	hours	Topsoiling With Blade Grader	7.00	350.00
				$149,795.00

Hydraulic Embankment

				$ 6,000.00
All Required		Clearing		
800	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,600.00
3,200,000	cu. yds.	Hydraulic Embankment in Place	0.20	640,000.00
5,000	cu. yds.	Extra for Filling Cellular Wall	0.60	3,000.00
800	lin. ft.	18" Corr. Metal Pipe, Protected Invert	3.00	2,400.00
1,100	lin. ft.	18" Extra Strength Corr. Metal Pipe, Protected Invert	3.50	3,850.00
1,300	lin. ft.	24" Corr. Metal Pipe, Protected Invert	4.00	5,200.00
2,800	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	4.50	12,600.00
450	lin. ft.	30" Corr. Metal Pipe, Protected Invert	5.50	2,475.00
150	lin. ft.	36" Corr. Metal Pipe, Protected Invert	7.50	1,125.00
650	lin. ft.	36" Extra Strength Corr. Metal Pipe, Protected Invert	8.50	5,525.00
				$683,925.00

Rock Toe, Slope Protection and Topping

3,500	cu. yds.	Loose Rock Excavation at Corbett Quarry, Truck Measure	$ 0.55	$ 1,925.00
21,000	cu. yds.	Solid Rock Excavation at Corbett Quarry	0.75	15,750.00
51,000	cu. yds.	Excavation at Tunnel Point	0.80	40,800.00
105,000	cu. yds.	Excavation at Coopey Quarry	0.70	73,500.00
1,000,000	yd. stas.	Short Overhaul	0.02	20,000.00
94,000	C-yd. stas.	Long Overhaul	0.50	47,000.00
380	tons	Furnishing and Placing MC-1 Asphalt	27.00	10,260.00
				$209,235.00

Culverts (Stas. 1045+13 and 1204+17) (Contract No. 2755)

330	cu. yds.	Structural Excavation	$ 5.00	$ 1,650.00
455	cu. yds.	Class "A" Concrete	30.00	13,650.00
71,400	lbs.	Metal Reinforcement	0.06	4,284.00
				$ 19,584.00

Work Performed by Union Pacific Company's Forces

All Required	Construct Hauling Road Trestle		5,000.00
		Subtotal	$1,057,449.00
		10% Engr. & Cont.	106,744.90
		Total	$1,174,193.90

Jordan Overcrossing (Sta. 521+04.25 to 521+35.75)

300	cu. yds.	Structural Excavation	$ 5.00	$ 1,500.00
265	cu. yds.	Class "A" Concrete	30.00	7,950.00
46,600	lbs.	Metal Reinforcement	0.06	2,796.00
75	lin. ft.	Metal Handrail	8.50	637.50
			Subtotal	$12,883.50
			10% Engr. & Cont.	1,288.35
			Total	$14,171.85

Length of Roadway	8.421 miles
Length of Bridge	.006 mile
Total Length	8.427 miles
Cost per mile, Roadway	$139,436.39

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 10,000.00	$ 4,900.00	$ 5,100.00
Construction: Roadway	1,174,193.00	728,004.00	446,189.00
Bridge	14,172.85	8,786.00	5,385.85
	$1,198,365.73	$741,690.00	$456,675.73

(8)

Oregon State Highway Department

Federal Aid Project
No. FI-24[illegible] (11)

TROUTDALE-BASKETT CREEK SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November [illegible], 1945

(STA. 519+50 TO 619+00)(STA. 72[illegible]+[illegible] TO 7[illegible]+00)(STA. [illegible]+50 TO 1132+50)
(STA. 1156+33 TO 1215+30)(CONTRACT NO. 2754)

All Required		Lands, Rights of Way, Etc.		$ 10,000.00
Grading				
All Required		Clearing and Grubbing		$ 10,000.00
60	cu. yds.	Trench Excavation, Unclassified	$ 4.00	240.00
600	cu. yds.	Structural Excavation, Unclassified	1.50	900.00
206,000	cu. yds.	Borrow Excavation, Unclassified	0.20	41,200.00
213,000	cu. yds.	General Excavation, Location "A", Unclassified	0.20	42,600.00
12,000	cu. yds.	General Excavation, Location "B", Unclassified	0.20	2,400.00
6,000	cu. yds.	General Excavation, Location "C", Unclassified	0.50	3,000.00
7,000	cu. yds.	Channel Change Excavation	0.70	4,900.00
1,900,000	yd. stas.	Short Overhaul	0.01	19,000.00
40,000	C-yd.stas.	Long Overhaul	0.40	16,000.00
7,000	lin. ft.	Rounding Cutbanks	0.10	700.00
2.49	miles	Finishing Roadbed and Slopes	500.00	1,245.00
440	lin. ft.	18" Corr. Iron Pipe, Protected Invert	3.00	1,320.00
450	lin. ft.	24" Corr. Iron Pipe, Protected Invert	4.00	1,800.00
130	lin. ft.	36" Corr. Iron Pipe, Protected Invert	10.00	1,300.00
250	hours	Topsoiling With Tractor and Carryall	11.00	2,750.00
50	hours	Topsoiling with Blade Grader	7.00	350.00
				$145,705.00

Hydraulic Embankment

All Required		Clearing		$ 6,000.00
800	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,600.00
3,200,000	cu. yds.	Hydraulic Embankment in Place	0.20	640,000.00
5,000	cu. yds.	Extra for Filling Cellular Wall	0.60	3,000.00
850	lin. ft.	18" Corr. Metal Pipe, Protected Invert	3.00	2,550.00
1,100	lin. ft.	18" Extra Strength Corr. Metal Pipe, Protected Invert	3.50	3,850.00
1,300	lin. ft.	24" Corr. Metal Pipe, Protected Invert	4.00	5,200.00
2,800	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	4.50	12,600.00
450	lin. ft.	30" Corr. Metal Pipe, Protected Invert	5.50	2,475.00
150	lin. ft.	36" Corr. Metal Pipe, Protected Invert	7.50	1,125.00
650	lin. ft.	36" Extra Strength Corr. Metal Pipe, Protected Invert	8.50	5,525.00
				$683,925.00

Rock Toe, Slope Protection and Tunnels

3,500	cu. yds.	Loose Rock Excavation at Corbett Quarry, Truck Measure	$ 0.55	$ 1,925.00
21,000	cu. yds.	Solid Rock Excavation at Corbett Quarry	0.75	15,750.00
51,000	cu. yds.	Excavation at Tunnel Point	0.80	40,800.00
105,000	cu. yds.	Excavation at Cooper Quarry	0.70	73,500.00
1,000,000	yd. stas.	Short Overhaul	0.02	20,000.00
94,000	C-yd.stas.	Long Overhaul	0.50	47,000.00
380	tons	Furnishing and Placing MC-1 Asphalt	27.00	10,260.00
				$209,235.00

Culverts (Stas. 1045+13 and 1294+17) (Contract No. 2755)

330	cu. yds.	Structural Excavation	$ 5.00	$ 1,650.00
455	cu. yds.	Class "A" Concrete	30.00	13,650.00
71,400	lbs.	Metal Reinforcement	0.06	4,284.00
				$ 19,584.00

Subtotal	$1,062,449.00
10% Engr. & Cont.	106,244.90
Total	$1,168,693.90

Work Performed by Union Pacific Company Forces

All Equip Construct Hauling Road Grade	5000.00
Subtotal	1,067,449.00
10% Engr + Cont	106744.90
Total	1,174,193.90

Jordan Overcrossing (Sta. 321+04.25 to 321+35.75)

300	cu. yds.	Structural Excavation	$ 5.00	$ 1,500.00
265	cu. yds.	Class "A" Concrete	30.00	7,950.00
46,600	lbs.	Metal Reinforcement	0.06	2,796.00
75	lin. ft.	Metal Handrail	8.50	637.50
			Subtotal	$ 12,883.50
			10% Engr. & Cont.	1,288.35
			Total	$ 14,171.85

Length of Roadway	8.421	~~8.422~~ miles
Length of Bridge		.006 mile
Total Length	8.427	~~8.428~~ miles
Cost per mile, Roadway		~~$130,766.70~~ 139,436.39

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 10,000.00	$ 4,900.00	$ 5,100.00
Construction:	1174 192.90	728 004.00	446 189.90
Roadway	~~2,268,693.00~~	~~724,804.00~~	~~444,889.00~~
Bridge	24,172.85	8,796.00	5,385.85
	~~$1,198,865.75~~	~~$737,800.00~~	~~$451,285.75~~
	1,198,365.75	741690.00	456,675.75

November 8, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Troutdale-Wahkeena Creek Section, Project No. FI-248 (11).

Five sets of blue print plans and five copies of said proposals, each, for the proposed hydraulic embankment and rock toe and topping contracts are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

JWM:GED
ENC.

TROUTDALE-WAHKENNA CREEK SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

PROJECT NO. FI-248 (11)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 8, 1945

RECEIVED
NOV 2 1945
FOR FILING

248-11

November 2, 1945

Mr. Archie M. Averill
Route 10, Box 874
Portland 2, Oregon

Dear Mr. Averill:

We are sending you today by express four copies of contract No. 2755, which was awarded to you by the State Highway Commission on October 30, 1945, covering the Troutdale-Kehkenna Creek Overpass and Culverts on the Columbia River Highway in Multnomah County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 1.7.18, page 13, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

cc

contracts forwarded by
express 11-2-45
award dated in Salem 11-2-45
to

RECEIVED
NOV 2 1945
FOR FILING

248-11

November 1, 1945

Archie E. Averill
Route 10, Box 874
Milwaukie 2, Oregon

Gentlemen:

The State Highway Commission on October 30, 1945, awarded you the contract for the Trouble-Multnomah Creek Structures Project on the Columbia River Highway in Multnomah County. This award was based on your low bid of $32,467.50, submitted on October 29, 1945.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By
R. H. Glainyer
Secretary

cc

cc - Mr. S. H. Probert
Mr. C. S. Pearson

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

October 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. FI-248(11), Troutdale-Wahkeena Creek Section of the Columbia River Highway, to Leonard and Slate Oregon Ltd., Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 2 1945
OREGON
STATE HIGHWAY COMMISSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
DIVISION EIGHT

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

October 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. FI-2,8(11), Bridge and Culverts on the Troutdale-Wahkeena Section of the Columbia River Highway, to Archie R. Averill, Portland, Oregon, who submitted the low bid in the combination.

The proposal provided that the bids for structures and for grading could be bid in combination. On the structure portion the low bidder qualified his bid by refusing to accept unless also awarded the grading. His bid on the grading, however, was high and award to the lowest combination of bids was made.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
1945
...ISSION

TROUTDALE-WAHKEENA CREEK SECTION

PROJECT NO. FI-248 (11)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 29, 1945

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

October 15, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Highway Project FI 248(11), Troutdale-Wahkeena Creek Section of the Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is your authority to advertise for bids.

This authorization to advertise covers the structures and grading only. The hydraulic embankment and rock toe, slope protection and topping are held pending further investigation.

When the agreement estimate is submitted, it should cover the entire work previously included in the four contracts.

Our approval of the special provisions does not include the paragraph on alterations in details of construction insofar as Federal funds are concerned.

Further discussion and investigation will be made to determine if the cut slopes as now specified between Stations 892+50 and 1002+00, also 1128 to 1132+50, will require modification in view of preserving the present old growth on the sand hills.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OCT 19 1945
OREGON
STATE HIGHWAY COMMISSION

October 4, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, two copies of statement of Federal Aid work and three copies of right of way statement to accompany plans and specifications for the Troutdale-Wahkeena Creek Section Project No. FI - 248 (11).

One set of blue print plans and one set each of special provisions for the proposed grading, hydraulic embankment, rock topping and structure contracts are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWB:GED
Enc.

Oregon State Highway Department

Federal Aid Project
No. FI-24[illegible] (11)

TROUTDALE-WAHKEENA GRADE SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 15, 1945

(STA. 519+50 TO 572+00)(STA. 892+50 TO 1002+00)
(STA. 1128+00 TO 1138+50)

All Required		Lands, Rights of Way, Etc.	$ 10,000.00

Grading

All Required		Clearing and Grubbing		$ 7,000.00
60	cu. yds.	Trench Excavation, Unclassified	$2.00	120.00
600	cu. yds.	Structural Excavation, Unclassified	2.00	1,200.00
206,000	cu. yds.	Borrow Excavation, Unclassified	.30	61,800.00
213,000	cu. yds.	General Excavation, Location "A", Unclassified	.30	63,900.00
12,000	cu. yds.	General Excavation, Location "B", Unclassified	.35	4,200.00
6,000	cu. yds.	General Excavation, Location "C", Unclassified	.35	2,100.00
7,000	cu. yds.	Channel Change Excavation	.80	5,600.00
1,900,000	yd. stas.	Short Overhaul	.015	28,500.00
40,000	C-yd.stas.	Long Overhaul	.40	16,000.00
7,000	lin. ft.	Rounding Subbanks	.12	840.00
2.49	miles	Finishing Roadbed and Slopes	500.00	1,245.00
440	lin. ft.	18" Corr. Iron Pipe, Protected Invert	3.00	1,320.00
450	lin. ft.	24" Corr. Iron Pipe, Protected Invert	4.00	1,800.00
130	lin. ft.	36" Corr. Iron Pipe, Protected Invert	7.50	975.00
250	hours	Topsoiling With Tractor and Carryall	12.00	3,000.00
50	hours	Topsoiling With Blade Grader	6.50	325.00
				$199,925.00

Culverts (Sta. 1043+13 and 1204+17)

330	cu. yds.	Structural Excavation	$ 5.00	$ 1,650.00
455	cu. yds.	Class "A" Concrete	35.00	15,925.00
71,400	lbs.	Metal Reinforcement	.06	4,284.00
				$ 21,859.00
		Subtotal		$221,784.00
		10% Engr. & Cont.		22,178.40
		Total		$243,962.40

Jordan Overcrossing (Sta. 923+04.25 to 921+35.75)

300	cu. yds.	Structural Excavation	$ 5.00	$ 1,500.00
263	cu. yds.	Class "A" Concrete	35.00	9,275.00
46,600	lbs.	Metal Reinforcement	.06	2,796.00
75	lin. ft.	Metal Handrail	8.00	600.00
				$ 14,171.00
		Subtotal		1,417.10
		10% Engr. & Cont.		
		Total		$ 15,588.10

Length of Roadway	3.147 miles
Length of Bridge	.006 mile
Total Length	3.153 miles
Cost per mile, Roadway	$ 77,922.21

SUMMARY OF FUNDS

Item		Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.		$ 10,000.00	$ 4,900.00	$ 5,100.00
Construction:	Roadway	243,962.40	132,265.00	92,697.40
	Bridge	15,588.10	9,665.00	5,923.10
		$269,550.50	$165,830.00	$103,720.50

Oregon State Highway Department

Federal Aid Project
No. FI-248 (11)

TROUTDALE-WAHKEENA CREEK SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 13, 1945

(~~STA. 519+50 TO 617+00~~) (sta. 892+50 to 1002+00)
(sta 1128+00 to 1132+50)
(~~STA. 519+50 TO 617+00~~) (~~STA. 728+50 TO 788+00~~) (~~STA. 892+50 TO 1132+50~~)
(~~STA. 1165+33 TO 1215+30~~)

All Required		Lands, Rights of Way, Etc.		$ 10,000.00
Grading				
All Required		Clearing and Grubbing		$ 7,000.00
60	cu. yds.	Trench Excavation, Unclassified	$2.00	120.00
600	cu. yds.	Structural Excavation, Unclassified	2.00	1,200.00
206,000	cu. yds.	Borrow Excavation, Unclassified	.30	61,800.00
~~272,000~~ 213,000	cu. yds.	General Excavation, Location "A", Unclassified	.30	~~81,600.00~~ 63900.00
12,000	cu. yds.	General Excavation, Location "B", Unclassified	.35	4,200.00
6,000	cu. yds.	General Excavation, Location "C", Unclassified	.35	2,100.00
7,000	cu. yds.	Channel Change Excavation	.80	5,600.00
~~2,100,000~~ 1900,000	yd. stas.	Short Overhaul	.015	~~31,500.00~~ 28500.00
~~45,000~~ 40,000	C-yd. stas.	Long Overhaul	.40	~~18,000.00~~ 16000.00
7,000	lin. ft.	Rounding Cutbanks	.12	840.00
2.49	miles	Finishing Roadbed and Slopes	500.00	1,245.00
440	lin. ft.	18" Corr. Iron Pipe, Protected Invert	3.00	1,320.00
450	lin. ft.	24" Corr. Iron Pipe, Protected Invert	4.00	1,800.00
130	lin. ft.	36" Corr. Iron Pipe, Protected Invert	7.50	975.00
250	hours	Topsoiling With Tractor and Carryall	12.00	3,000.00
50	hours	Topsoiling With Blade Grader	6.50	325.00
				~~$222,625.00~~
				197,925.00

Hydraulic Embankment

All Required		Clearing		$ 6,000.00
800	cu. yds.	Structural Excavation, Unclassified	2.00	1,600.00
3,600,000	cu. yds.	Hydraulic Embankment in Place	.18	648,000.00
5,000	cu. yds.	Extra for Filling Cellular Wall	.60	3,000.00
850	lin. ft.	18" Corr. Metal Pipe, Protected Invert	3.00	2,550.00
1,100	lin. ft.	18" Extra Strength Corr. Metal Pipe, Protected Invert	3.50	3,850.00
1,300	lin. ft.	24" Corr. Metal Pipe, Protected Invert	4.00	5,200.00
2,800	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	4.50	12,600.00
450	lin. ft.	30" Corr. Metal Pipe, Protected Invert	5.50	2,475.00
150	lin. ft.	36" Corr. Metal Pipe, Protected Invert	7.50	1,125.00
650	lin. ft.	36" Extra Strength Corr. Metal Pipe, Protected Invert	8.50	5,525.00
				~~$693,925.00~~

Rock Toe Slope Protection and Topping

3,500	cu. yds.	Loose Rock Excavation at Corbett Quarry, Truck Measure	$ .55	$ 1,925.00
21,000	cu. yds.	Solid Rock Excavation at Corbett Quarry	.75	15,750.00
51,000	cu. yds.	Excavation at Tunnel Point	.80	40,800.00
105,000	cu. yds.	Excavation at Coopey Quarry	.70	73,500.00
1,000,000	yd. stas.	Short Overhaul	.02	20,000.00
94,000	C-yd. stas.	Long Overhaul	.50	47,000.00
380	tons	Furnishing and Placing MC-1 Asphalt	27.00	10,260.00
				~~$209,235.00~~

Culverts (Stas. 1045+13 and 1204+17)

330	cu. yds.	Structural Excavation	$ 5.00	$ 1,650.00
455	cu. yds.	Class "A" Concrete	35.00	15,925.00
71,400	lbs.	Metal Reinforcement	.06	4,284.00
				$ 21,859.00

Subtotal	~~$1,145,644.00~~
10% Engr. & Cont.	~~114,564.40~~
Total	~~$1,260,208.40~~

$
221784.00
2217.84
$
243,962.40

Jordan Overcrossing (Sta. 521+04.25 to 521+35.75)

300	cu. yds.	Structural Excavation	$ 5.00	$ 1,500.00
265	cu. yds.	Class "A" Concrete	35.00	9,275.00
46,600	lbs.	Metal Reinforcement	.06	2,796.00
75	lin. ft.	Metal Handrail	8.00	600.00
			Subtotal	$ 14,171.00
			10% Engr. & Cont.	1,417.10
			Total	$ 15,588.10

3.147 mile

Length of Roadway ~~8.422~~ miles
Length of Bridge .006 mile
Total Length 3.153 ~~8.428~~ miles
Cost per mile, Roadway ~~$149,632.91~~ $ 77,522.21

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 10,000.00	$ 4,900.00	$ 5,100.00
Construction:	243962.40	151,265.00	92697.40
Roadway	~~1,260,208.40~~	~~781,329.00~~	~~478,873.40~~
Bridge	15,588.10	9,665.00	5,923.10
	~~$1,285,796.50~~	~~$795,200.00~~	~~$489,896.50~~
	269550.50	165,830.00	103720.50

160930.00

Oregon State Highway Department

Federal Aid Project
No. FT-24[illegible] (11)

TROUTDALE-KANKENNA CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 4, 1945

(STA. 519+00 TO 615+00) (STA. 778+50 TO 788+00) (STA. 849+50 TO 1117+50) (STA. 1169+33 TO 1215+70)

All Required		Lands, Rights of Way, Etc.		$ 10,000.00
Grading				
All Required		Clearing and Grubbing		$ 7,000.00
60	cu. yds.	Trench Excavation, Unclassified	$2.00	120.00
600	cu. yds.	Structural Excavation, Unclassified	2.00	1,200.00
206,000	cu. yds.	Borrow Excavation, Unclassified	.30	61,800.00
210,000	cu. yds.	General Excavation, Location "A", Unclassified	.30	63,000.00
11,000	cu. yds.	General Excavation, Location "B", Unclassified	.35	3,850.00
9,500	cu. yds.	General Excavation, Location "C", Unclassified	.35	3,325.00
7,000	cu. yds.	Channel Change Excavation	.80	5,600.00
1,700,000	yd. stas.	Short Overhaul	.015	25,500.00
35,000	C-yd. stas.	Long Overhaul	.40	14,000.00
7,000	lin. ft.	Rounding Outbanks	.12	840.00
2.43	miles	Finishing Roadbed and Slopes	500.00	1,215.00
380	lin. ft.	18" Corr. Iron Pipe, Protected Invert	3.00	1,140.00
450	lin. ft.	24" Corr. Iron Pipe, Protected Invert	4.00	1,800.00
130	lin. ft.	36" Corr. Iron Pipe, Protected Invert	7.50	975.00
240	hours	Topsoiling with Tractor and Carryall	12.00	2,880.00
90	hours	Topsoiling with Blade Grader	6.50	585.00
				$293,320.00

Hydraulic Embankment

All Required		Clearing		$ 6,000.00
800	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,600.00
3,600,000	cu. yds.	Hydraulic Embankment in Place	.18	648,000.00
5,000	cu. yds.	Extra for Filling Cellular Wall	.60	3,000.00
850	lin. ft.	18" Corr. Metal Pipe, Protected Invert	3.00	2,550.00
1,100	lin. ft.	18" Extra Strength Corr. Metal Pipe, Protected Invert	3.50	3,850.00
1,300	lin. ft.	24" Corr. Metal Pipe, Protected Invert	4.00	5,200.00
2,800	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	4.50	12,600.00
450	lin. ft.	30" Corr. Metal Pipe, Protected Invert	5.50	2,475.00
150	lin. ft.	36" Corr. Metal Pipe, Protected Invert	7.50	1,125.00
650	lin. ft.	36" Extra Strength Corr. Metal Pipe, Protected Invert	8.50	5,525.00
				$691,925.00

Rock Toe Slope Protection and Topping

3,500	cu. yds.	Loose Rock Excavation at Corbett Quarry, Truck Measure	$ .55	$ 1,925.00
21,000	cu. yds.	Solid Rock Excavation at Corbett Quarry	.75	15,750.00
51,000	cu. yds.	Excavation at Tunnel Point	.80	40,800.00
105,000	cu. yds.	Excavation at Coopey Quarry	.70	73,500.00
1,000,000	yd. stas.	Short Overhaul	.02	20,000.00
94,000	C-yd. stas.	Long Overhaul	.50	47,000.00
380	tons	Furnishing and Placing MC-1 Asphalt	27.00	10,260.00
				$209,235.00

Culverts (Stas. 1045+13 and 1204+17)

330	cu. yds.	Structural Excavation	$ 5.00	$ 1,650.00
455	cu. yds.	Class "A" Concrete	35.00	15,925.00
71,400	lbs.	Metal Reinforcement	.06	4,284.00
				$ 21,859.00

Subtotal	$1,116,339.00
10% Engr. & Cont.	111,633.90
Total	$1,227,972.90

1,760,208.40

Jordan Overcrossing (Sta. 521+04.25 to 521+75.75)

300	cu. yds.	Structural Excavation	$ 5.00	$ 1,500.00
865	cu. yds.	Class "A" Concrete	35.00	3,275.00
46,600	lbs.	Metal Reinforcement	.06	2,796.00
75	lin. ft.	Metal Handrail	8.00	600.00
		Subtotal		$ 14,171.00
		10% Engr. & Cont.		1,417.10
		Total		$ 15,588.10

Length of Roadway	8.422 miles
Length of Bridge	.004 mile
Total Length	8.426 miles
Cost per mile, Roadway	$2,[illegible]

149,630.91

SUMMARY OF COSTS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 10,000.00	$ 4,900.00	$ 5,100.00
Construction:			
Roadway	1,260,318.40	771,232.20	466,626.90 (100) 478873.40
Bridge	1,227,972.90	761,346.00 (96)	
	15,588.10	9,534.00	6,054.10 5123.10
	$1,253,961.00	$775,880.00	$477,651.00
	1285796.50	775,900.00	487,896.50

STATEMENT OF FEDERAL AID WORK

TROUTDALE-WAHKEENA CREEK SECTION

PROJECT NO. FI 248 (11)

Former		Present			Length	
Section	Type	Type	Width	Sta. to Sta.	Former	Present
-	-	312	40	Sta. 519+50 to 615+00		
				" 749+10 to 761+00		
				" 892+50 to 1090+00		
				" 1196+00 to 1215+30	-	6.140
B	312	312	40	Sta. 728+50 to 730+80	.043	.043
B	100	312	40	" 730+80 to 749+10	.348	.348
A	100	312	40	Sta. 761+00 to 763+50		
				" 787+70 to 788+00	.053	.053
A	004	312	40	Sta. 763+50 to 787+70	.458	.458
C	100	312	40	Sta. 1090+00 to 1132+50		
				" 1165+33 to 1196+00	1.386	1.386

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Coast
Projects
Preliminary

Col. River

September 18, 1945

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland, 5, Oregon.

Dear Sir:

Our program of postwar construction projects contemplates the early contracting of roadbed construction on the present uncompleted portions of the relocated Columbia River Highway between the Sandy River and a point about 0.25 mile east of Wahkeena Creek, in Multnomah County. This work is to be performed under four contracts, expected to be advertised for letting about the latter part of October, and listed as follows:

1. Structure contract, involving (a) the construction of a service road underpass just east of the Sandy River, (b) a box culvert at Bridal Veil Creek and (c) a box culvert at Wahkeena Creek; total estimated cost $38,000

2. Roadbed grading contract, involving (a) 200,000 cubic yards of borrow excavation opposite Highway Station 527 and placed in roadbed between the Sandy River and Highway Station 572, (b) roadbed cuts and fills between Highway Stations 892+50 and 962+50, and (c) minor grading work at three isolated locations, including channel changes in Bridal Veil and Wahkeena Creeks.

3. Hydraulic embankment contract at five locations aggregating 3.98 miles in length.

4. Rock slope protection (riprap) and rock roadbed topping contract on all sections to be graded under contracts two and three, above.

The approximate limits between which the above work is to be performed are indicated on the enclosed sketch map.

On some of our previous contracts in the vicinity, we incorporated therein special provisions and a copy of a special agreement and bond form requiring the contractor to assume certain detailed responsibilities regarding the protection of the railroad, telephone, telegraph and power lines

in proximity to the work. A copy of these requirements, as previously used, is enclosed.

It is our opinion that the work to be performed by our contractors on contracts Nos. one and two, as above listed, is so situated and is of such nature that the previously-used requirements for the special agreement and furnishing of bond to the railroad company are not warranted, would involve unnecessary additional expense and would not actually provide greater protection to the railroad and utilities than is already provided in Section 6 of our standard specifications, a copy of which is enclosed.

It is also our opinion that the work to be performed by our contractor on contract No. three, above listed, involving encroachments of sand slopes on the railroad right of way and on contract No. four, involving the quarrying of rock in proximity to the railroad and transporting same across railroad right of way, perhaps presents some hazards which probably justify the requiring of the special agreement and bond as a part of those two contracts.

We will appreciate your early consideration of these matters and your review of the enclosed special provisions, agreement form and bond form.

We assure you of our desire to require our contractors to assume full and proper responsibility for the protection of your properties and those of the associated utilities at all times. We believe that our above-stated opinions will meet this situation at the locations now under consideration, and will appreciate your concurrence therewith.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

Murray thought
young OK'd above
as requested.
RV

VO'N:GED
ENC.

F-187(15) Buchanan-Malheur River Sec., Central Oregon Hwy. 1945

#2756

R.H. Baldock

NOTED

State Highway Engineer

July 8th, 1947

FINAL COST ANALYSIS
Surface and Oil

Buchanan-Malheur River
Contract #2756

Rogers Construction Co., Contractors
Dean Swift, Resident Engineer

Central Oregon Highway
Prefix 13-1019-201(46)

187-15

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3½"-2" Rock in Base	41,559	Cu. Yd.	$1.82	$2.10	$75,764.60	$87,273.90
3/4"-0 Rock in Base & Shldrs.	28,625	" "	1.90	2.25	54,457.12	64,406.25
Sprinkling	2,708.6	M/Gal.	1.68	3.00	4,537.99	8,125.80
*Preparation of Base	18.77	Mile	68.68	100.00	1,289.05	1,877.00
*Furn. & Place Aggregates	13,738	Cu. Yd.	2.87	3.00	39,380.02	41,214.00
*Furn. & Place 151-200 Asphalt	799.74	Ton	26.90	33.00	21,515.08	26,391.42
*Furn. & Place RC-3 Asphalt	233.4	"	26.90	33.00	6,279.06	7,702.20
3/4"-½" Cr. Rock in Stockpile	2,044.1	Cu. Yd.	1.95	2.55	3,976.37	5,212.46
½"-¼" " " " "	1,394.5	" "	1.95	2.55	2,713.51	3,555.98
¼"-0 " " " "	2,043.5	" "	1.95	2.55	3,976.37	5,210.93
Clearing & Grubbing Stockpile Sites	100%				305.90	800.00
Leveling Stockpile Sites	100%				605.03	800.00
Stockpile Screen Rejects	293.1	Cu. Yd.	0.25	0.25	73.28	73.28
Hauling Screen Rejects	791.5	Yd. Mi.		0.12	94.98	94.98
Haul Adjustment on Cr. Rock in S.P. in Favor of State	- 4,764.1	" "				- 476.41
S.P. Haul Adjustment on Surfacing in Favor of Contractor	9,079	" "	0.12	0.12	1,089.48	1,089.48
PA #3, Excess Rock in S.P.	1,358	Cu. Yd.	1.95	1.10	2,642.48	1,493.80
*PA #4, Excess Asphalt in BBL.	13.07	Ton	23.40	25.00	305.84	326.75
					$219,006.16	$255,171.82

*. Work performed all or in part by Babler Brothers.

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	Gross Revenue	Total Cost	Net Profit	% Profit
Work Done by Babler Brothers	$53,877.97	$43,721.26	$10,156.71	18.9
Work Done by Rogers Construction Company	201,293.85	175,284.90	26,008.95	12.9
Total Contract	$255,171.82	$219,006.16	$36,165.66	14.2

	Gross Revenue	Total Cost	Net Profit	% Profit
Work Done by Babler Brothers	$53,877.97	$43,721.26	$10,156.71	18.9
Work Done by Rogers Construction Company	201,293.85	175,284.90	26,008.95	12.9
Total Contract	$255,171.82	$219,006.16	$36,165.66	14.2

FINAL ANALYSIS
Bahler Brothers

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	18.77	Mile	$68.68	$100.00	$1,289.05	$1,877.00
Place Aggregates	13,738	Cu. Yd.	1.04	1.30	14,332.23	17,580.60
Furnish and Place 151-200 Asphalt	799.74	Ton	26.90	33.00	21,515.08	26,391.42
Furnish and Place RC-3 Asphalt	233.4	"	26.90	33.00	6,279.06	7,702.20
PA #4, Excess Asphalt in Barrels	13.07	"	23.40	25.00	305.84	326.75
					$43,721.26	$53,877.97

Detail of Cost
Buchanan-Malheur River
Rogers Construction Co.

Labor:

Labor	$63,823.31	
Supervision	5,955.00	
State Industrial Accident Insurance	1,941.67	
Social Security & Unemployment Insurance	1,904.55	
		$73,624.53

Equipment Rental & Miscellaneous Supplies:

Equipment Rental	$39,141.90	
Rented Trucks (Includes Gas, Oil & Grease but not Drivers)	24,294.92	
Gas, Oil & Grease	15,758.85	
Explosives & Steel	11,815.92	
Lumber	16.48	
Misc. Hardware	86.92	
Freight & Cartage	5,394.18	
Small Tools & Misc. Supplies	1,426.80	
Home Office & General Overhead	3,724.40	
		101,660.37

Total $175,284.90

Detail of Cost
Buchanan-Malheur River
Babler Brothers, Sub-contractors

Labor:			
Labor		$6,433.19	
Supervision		610.50	
State Industrial Accident Insurance		152.42	
Social Security & Unemployment Insurance		233.08	
			$7,429.19
Materials:			
Asphalt	1,046.21 Ton at $7.80	$8,161.27	
Freight on Asphalt		14,385.42	
			22,546.69
Equipment Rental & Miscellaneous:			
Equipment Rental		$6,943.00	
Gas, Oil & Grease		1,998.40	
Freight & Cartage		1,422.65	
Small Tools & Miscellaneous		1,012.44	
Home Office & General Overhead		2,162.38	
Bond & Insurance		206.51	
			13,745.38
Total			$43,721.26

Remarks:

This was a "Regular Federal Aid Project" which was bid and awarded October 30th, 1945. Work on the project was started March 9th, 1946, crushing was completed August 24th, and the oiling was completed September 5th, 1946. All oiling operations were sub-contracted by the contractor to Babler Brothers.

Equipment used by the contractor consisted of one 315 portable compressor, three jackhammers with hose and attachments, one 3/4-cubic yard and one 1½-cubic yard shovels, two large portable crushing plants, two large blades, two 10-ton rollers, from six to ten 5 and 8-cubic yard trucks, one Adnun paved, four pickups, one 2,500-gallon water wagon and miscellaneous shop equipment as required for repair purposes. Extra trucks were hired for all long haul as required.

Material for the project was obtained from quarries at M.P. 158.2 and 165.0. Material from the quarry at 158.2 was very good except for a clay streak encountered during crushing. Contractor dug through this streak and crushed the material with only nominal delay for 4 days and a shutdown of one and a half days due to rain. Material from the second quarry at M.P. 165 was very good except that only from 8' to 14' depth could be used because of a blocky formation underlaying the rock suitable for crushing.

Crushing operations proceeded fair but not at the capacity expected by the contractors considering the amount of equipment on the project. Average production for the entire job was 80 cubic yards per hour while the potential capacity was 200 cubic yards. The second plant brought on the project was supposed to be set up and running before the first setup was completed. Actual operation of the second plant did not start until 30 days after the first plant finished. The various delays and breakdowns and the loss of time on the first setup could be traced directly to the setting up and "shakedown" period for the new plant used for the first time while the low production for the second plant was a direct result of the difficult labor situation. At the first quarry it was possible to run two 8-hour shifts while at the second setup in order to run one shift it was necessary to take truck drivers off company trucks to operate the plant. Two phases of the operations were handled at a low cost and helped reduce the average cost per cubic yard. The cost for drill and shooting was $0.22 per cubic yard and street costs were $0.29. Both of the above were very nominal considering the labor situation at the time the work was done.

Babler Brothers, sub-contractors on the oiling operations, moved in about the middle of the job and oiled the portion ready for oil, moved off to other work and moved in again just before the end of the crushing to complete the remainder shortly after all rock was produced. At their bid price of $1.30 for hauling and placing mineral aggregate and $33.00 for furnishing and placing asphalt they realized an excellent profit. Their costs would have been reduced about $2,000.00 if it would have been possible to perform the oiling in one operation.

This was a "Regular Federal Aid Project" which was bid and awarded October 30th, 1945. Work on the project was started March 9th, 1946, crushing was completed August 24th, and the oiling was completed September 5th, 1946. All oiling operations were sub-contracted by the contractor to Bubler Brothers.

Equipment used by the contractor consisted of one 315 portable compressor, three jackhammers with hose and attachments, one 3/4-cubic yard and one 1g-cubic yard shovels, two large portable crushing plants, two large blades, two 10-ton rollers, from six to ten 5 and 3-cubic yard trucks, one Adams paver, four pickups, one 2,500-gallon water wagon and miscellaneous shop equipment as required for repair purposes. Extra trucks were hired for all long haul as required.

Material for the project was obtained from quarries at M.P. 158.2 and 166.1. Material from the quarry at 158.2 was very good except for a clay streak encountered during crushing. Contractor dug through this streak and crushed the material with only nominal delay for 4 days and a shutdown of one and a half days due to rain. Material from the second quarry at M.P. 165 was very good except that only from 3' to 14' depth could be used because of a blocky formation underlaying the rock suitable for crushing.

Crushing operations proceeded fair but not at the capacity engineers considering the amount of equipment on the production for the entire job was 80 cubic yards per capacity was 200 cubic yards. The second plant supposed to be set up and running before the Actual operation of the second plant did not the first plant finished. The various delays of time on the first setup could be traced and "makeready" period for the new plant used the low production for the second plant was a difficult labor situation. At the first quarry it hour shifts while at the second setup in order necessary to take truck drivers off company trucks phases of the operations were handled at a low average cost per cubic yard. The cost for 22 per cubic yard and street costs were $0.29. minimal considering the labor situation at

sub-contractors on the oiling operations, moved in the job and oiled the portion ready for oil, moved off the work and moved in again just before the end of the crushing to complete the remainder shortly after all rock was produced. At their bid price of $1.30 for heating and placing mineral aggregate and $33.00 for furnishing and placing asphalt they realized an excellent profit. Their costs would have been reduced about $2,000.00 if it would have been possible to perform the oiling in one operation.

This project was well handled, had a minimum of cost for supervision, good quarries and an excellent bid price for all items. If the contractors could have obtained adequate labor and the plant used at the first setup had been through its preliminary "shakedown" period, a larger sustained production could have been made and more profit shown for the same quantity of equipment.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
JAN 17 1947
FOR FILING

File

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

187-15

Jan. 16, 1947

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	18932	2756	7-Final	Rogers Construction Co.	10,056.96	301511	OK. JK
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Your acceptance notice is on file with us.

aaw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD
1-16-47 gl

Approved _____
Secretary

RECEIVED
DEC 20 1946
FOR FILING

187-15

December 18, 1946

United Pacific Insurance Co.,
J. E. McGovern-Carroll Co., Agent
624 Peyton Bldg.
Spokane, Wn.

Dear Sir:

You are hereby notified that State Highway contract No. 2756 for work on the Buchanan-Malheur River Section of the Central Oregon Highway, in Harney County, has been completed by the contractor, Rogers Construction Company, and that final payment in the amount of $10,056.96 will be made on or after December 28, 1946.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $255.171.82, and that no force account work was performed therein. This contract was completed on September 5, 1946 and accepted by the Commission on October 29, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gladmyer
Secretary

NOTED ON CARD
12-18-46 gs

RECEIVED
NOV 29 1945
FOR FILING

F-187 (15)

November 23, 1945

Mr. T. H. Nutt
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of November 21 regarding Total Cost of Project, Total Cost of Construction and Length of Project on the Robinson-Jackson Section, Project No. F-187 (15). The information requested is as follows:

	Contract #756	Contract #761
Total Cost of Project	$226,896	$160,386
Total Cost of Construction	209,017	153,300
Total Length of Project	10.68 miles	15.39 miles

The current starting date of this project (Contract No. 756) was March 5, 1946.

Very truly yours,

S. H. Hilbert
State Highway Engineer

SHH:GH

cc: J. V. Nash

RECEIVED
NOV 29 1946
FOR FILING

F-187 (15)

November 23, 1946

Mr. T. H. Hurlo
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of November 21 regarding Total Cost of Project, Total Cost of Construction and Length of Project on the Robinson-Jackson Section, Project No. F-187 (15). The information requested is as follows:

	Contract XC4	Contract XC11
Total Cost of Project	$ [illegible]	$262,300
Total Cost of Construction	209,817	193,300
Total Length of Project	15.80 miles	15.30 miles

The current starting date of this project (Contract No. 8756) was March 8, 1946.

Very truly yours,

R. H. Baldock
State Highway Engineer

HHP:EH

cc: J. W. Hoch

RECEIVED
OCT 11 1946
FOR FILING

187-15

October 10, 1946

United Pacific Insurance Co.,
J.E.McGovern-Carroll Co., Agent
824 Peyton Bldg.
Spokane, Wn.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Rogers Construction Company, on contract No. 2756, covering surfacing and oiling on the Buchanan-Malheur River Section of the Central Oregon Highway, in Harney County. This payment, in the amount of $10,495.29, will be made on or after October 21, 1946. The retained percentage is $7,580.87.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

E. B. Glaisyer
Secretary

el

NOTED ON CARD
10-10-46. gl

Form E-1--6M--12-45

197-15

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept.7,1946, 19....

Section Buchanan - Malheur River

Highway Central Oregon

Contractor Rogers Const Co.

Date of contract ~~XXXX~~ Oct 30,1945, 19....

Date work started Mar.8,1946, 19....

Amount of contract . . . . . $ 235,479

Kind of work Surf

Section prefix 13-1019

Contract number 2756

Date of completion Sept.30,1946, 19....

Estimated date of completion Sept.5,1946, 19....

Per cent of time elapsed 91 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 252,280

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 8,500, 3.36 %

Date project was completed Sept.5,1946, 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished oiling on Thursday the 5th which finished this contract.

Will have the semi-final estimate out the middle of next week.

NOTED
RAY WEBBER

H.G. SMITH
CONTD

H.W. LIBBY

RECEIVED
SEP 9 1946
OFFICE OF
CONSTR. ENGINEER

NOTED
CATHEY

Signed Dean Dimpt

Address Burns, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
es in project		18.8	5450	18.8	
es partially completed					
es completed		18.3	5450	18.8	
tal estimated quantities		70,100		13,800	
timated quantities moved or placed to date		70,100		13,800	
erage daily quantities				1,000	
erage daily quantities necessary to complete project on time					
umber shifts per day				1	
ours per shift				8	
verage force on project for week				13	

ercentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
en and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ..2....., Rollers ....2....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., . trucks .....6 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair	with no lost time	
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUN 15 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

F-187(15)

June 26, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FAP Project No. F-187(15), Buchanan-Juntura Section of the Central Oregon Highway

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

RECEIVED
JUN 28 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2 WA8 pr 7061

State Oregon

Federal 444 Project No. F-187(15)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of June, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of October, 1942, a project statement, which was approved on the 8th day of December, 1942, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section 2 of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 19th day of October 19 45; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of two hundred thirty-six thousand and 00/100

dollars ($236,000.00) as the share of the United States payable under said act on account of Section 2 of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 289, Laws 1929. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1147+27.2, a point in Section 23, T. 22 S., R. 33 E., W.M., and survey station 513+31.8, a point in Section 17, T. 21 S., R. 38 E., W.M., except bridges, Stations 551+73 to 553+84, Stations 290+86 to 295+00, Stations 138+66 to 139+00, Stations 154+56 to 154+90, Stations 169+45 to 170+02, Stations 278+82 to 279+44, and Stations 300+85 to 301+08, , length 33.928 miles, in Malheur County, being Section XI Oregon Federal Aid project No. F-187(15) consisting of 33.928 miles of roadway and 20 bridges, none of more than 20 feet clear span, [illegible]

16—11379 - GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11370-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of two hundred thirty-six thousand and 00/100 dollars ($ 236,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of four hundred six thousand, one hundred fifty-five and 00/100 dollars ($ 406,155.00), the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 249, Laws of 1929.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11370-1 GPO

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 24th day of June, 19 46

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schramm
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By W H Wyatt
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. F-127(15) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $106,155.00 as the total estimated cost of said project, and the sum of $ [illegible] as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Oregon, this 24 day of June one thousand nine hundred and forty-six.

[illegible]
CHIEF CLERK OF PUBLIC ROADS

By [signature]
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10129

F-187 (15)

Division 8

May 24, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon Federal Aid Project F-187(15), Buchanan-Juntura Section of the Central Oregon Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. Lynch,
Division Engineer

Encls.

RECEIVED
FEB 27 1946
FOR FILING

F 187-15

Salem, Oregon
February 26, 1946

Correction F.A. Number
Contracts 2756 and 2757
F-187 (15)

Mr. Paul Van Scoy
Division Highway Engineer
La Grande, Oregon

Dear Sir:

Through an error in advertising for bids just prior to the letting of contracts Nos. 2756 and 2757, on the Buchanan-Malheur River and Malheur River-Juntura Sections of the Central Oregon Highway in Harney County, the Federal Aid No. F-187 (11) was used. The Federal Aid Number for both sections should be F-187 (15).

Please make corrections of this number on your copies of the contract, Authorization for Project Expenditures and all other records in which this number is used.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by D. B. Parkes/GS

cc to Darel Rohrbough
Resident Engineer

RECEIVED
DEC 20 1945
FOR FILING

187-16

December 20, 1945

United Pacific Insurance Company
J. E. McGovern-Carroll Co., Agents
624 Peyton Building
Spokane, Washington

Gentlemen:

We are sending you today, by express, fully executed copies of the following contracts which were awarded to Rogers Construction Company by the State Highway Commission on October 30, 1945.

Contract No. 2756, covering Surfacing and Oiling on the Buchanan-Malheur River Section on the Central Oregon Highway in Harney County.

Contract No. 2759, covering Surfacing and Oiling on the Malheur River-Juntura Section on the Central Oregon Highway in Harney County.

Inasmuch as you are surety for the contractor on this job, we are sending you these copies of the contracts for your records and files.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CR

Contracts sent by express 12-20-45. gw

Recorded

RECEIVED
DEC 20 1945
FOR FILING

187-16

Dec. 19, 1945

Rogers Construction Co.
Box C 4
Dayton
Washington

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2756 which was awarded to you on October 30, 1945 by the State Highway Commission, covering surfacing and oiling on the Buchanan-Malheur River Section of the Central Oregon Highway, in Harney County; also a fully executed copy of contract No. 2757 awarded to you on October 30, 1945 by the State Highway Commission, covering surfacing and oiling on the Malheur River-Juntura Section of the Central Oregon Highway, in Harney County. These copies are for your records and files.

We are also sending executed copies to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Sent by Express 12-19-45
Recorded

RECEIVED
NOV 2 1945
FOR FILING
187-15

November 1, 1945

Rogers Construction Company
Box 6 4
Dayton, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2756, which was awarded to you by the State Highway Commission on October 30, 1945, covering the surfacing and oiling of 18.80 miles of highway on the Buchanan-Malheur River Section of the Central Oregon Highway in Harney County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformity therewith.

Your attention is also called to the paragraph on the same page relating to payment by the contractor of amounts due hospital associations, etc.

We are forwarding these contracts to your Dayton, Washington, office because that address is the one given in your proposal. Some time ago you asked us to send all mail, including the "Notice to Contractors," to the Portland office. Will you please advise us if you wish to have the contracts sent to the Portland office in the future.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

contracts forwarded
by typist
11/1/45 CD

CD

cc - Rogers Construction Company
Box 231, Route 15
Portland 16, Oregon

recorded in green book 11/1/45

RECEIVED
NOV 2 1945
FOR FILING

187-15

November 1, 1945

Rogers Construction Company
117th & N. E. Glisan
Portland, Oregon

Gentlemen:

The State Highway Commission on October 30, 1945 awarded you the contracts for the following projects:

✓ Buchanan-Hilmar River Section of the Central Oregon Highway in Harney County.

Hilmar River-Juniper Section of the Central Oregon Highway in Harney and Malheur Counties.

These contracts were awarded you on the basis of your low combination bid of $289,908.00, submitted on October 30, 1945.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HHOigm

cc: S. E. Probert
G. S. Paxson

F-187(15) Malheur River-Juntura Sec., 1945
Central Oregon Hwy.

#2757

R. H. Baldock

July 21st, 1947

RECEIVED
JUL 28 1947
FOR FILING

Malheur River-Juntura
Contract #2757

FINAL COST ANALYSIS
Surface and Oil
Rogers Construction Company, Contractors
Dean Swift, Resident Engineer

Central Oregon Highway
Prefix 13-1020-201(46)

187-15

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3½"-2" Rock in Base	26,729	Cu. Yd.	$1.86	$2.10	$49,728.28	$56,130.90
3/4"-0 Rock in Base and Shoulders	16,600	" "	1.98	2.30	32,912.46	38,180.00
Sprinkling	1,222.35	M/Gal.	1.83	3.00	2,236.90	3,667.05
*Preparation of Base	15.23	Mile	55.98	100.00	852.61	1,523.00
*Furnish and Place Aggregates	9,247	Cu. Yd.	2.95	3.00	27,292.90	27,741.00
*Furnish and Place 151-200 Asphalt	824.6	Ton	30.02	32.00	24,754.49	26,387.20
SP Screen Rejects, MP 181.6	1,205.4	Cu. Yd.	0.25	0.25	301.35	301.35
SP Haul Adj. in Favor of Contractor	1,059.65	Yd. Mi.	0.12	0.12	127.16	127.16
PA #1, Excess Rock in Stockpile	492	Cu. Yd.	1.68	1.10	829.02	541.20
*PA #2, Furnish Stove Oil as Cutback	2,120	Gal.	0.138	0.138	292.56	292.56
*PA #2, Furnish Diesel Oil as Cutback	1,805	"	0.123	0.123	222.02	222.02
					$139,549.75	$155,113.44

* Work done all or in part by Babler Brothers.

	Gross Revenue	Total Cost	Net Profit	% Profit
Work Done by Babler Brothers	$41,370.92	$38,261.89	$3,109.03	7.5
" " " Rogers Construction Company	113,742.52	101,287.86	12,454.66	11.0
Total Contract	155,113.44	139,549.75	15,563.69	10.0

NOTED
State Highway Engineer

FINAL COST ANALYSIS
Oiling
Babler Brothers, Subcontractors
Dean Swift, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	15.23	Mile	$55.98	$100.00	$852.61	$1,523.00
Place Aggregates	9,247.0	Cu. Yd.	1.31	1.40	12,142.95	12,945.58
Furn. & Place 151-200 Asphalt	824.6	Ton	30.02	32.00	24,751.75	26,387.76
PA #2, Furn. Stove Oil	2,120.0	Gal.	0.138	0.138	292.56	292.56
PA #2, Furn. Diesel Oil	1,805.0	"	0.123	0.123	222.02	222.02
					$38,261.89	$41,370.92

Baker Brothers, Subcontractors
Detail of Cost

Labor:			
Labor		$6,176.01	
Supervision		750.00	
State Industrial Accident Insurance		125.41	
Unemployment Insurance		231.55	
Social Security		78.69	
			$7,361.66
Materials:			
151-200 Asphalt	824.6 Ton at $8.80	$7,257.87	
Freight on Asphalt	824.6 " " 12.40	10,225.92	
Stove Oil for Cutback	2,120.0 Gal. at 0.138	292.56	
Diesel Oil for Cutback	1,805.0 " " 0.123	222.02	
			17,998.37
Equipment Rental & Miscellaneous:			
Equipment Rental		$3,544.50	
Rented Trucks (Without Gas, Oil & Grease or Drivers)		5,405.40	
Gas, Oil & Grease		1,177.40	
Move In and Out		821.30	
Miscellaneous Supplies & Small Tools		521.85	
Bond and Insurance		306.81	
Home Office & General Overhead		1124.60	
			12,901.86
T o t a l			$38,261.89

Detail of Cost
Rogers Construction Company
Malheur River-Juntura

Labor:		
Supervision	$4,444.46	
Labor	34,264.40	
State Industrial Accident Insurance	832.10	
Social Security & Unemployment Insurance	848.69	
		$40,389.65
Equipment Rental & Miscellaneous:		
Equipment Rental	$24,077.88	
Rented Trucks (Includes Gas, Oil & Grease but not Drivers)	16,139.91	
Gas, Oil & Grease	7,243.70	
Explosives & Steel	7,177.87	
Miscellaneous Hardware	122.89	
Freight & Cartage	2,848.70	
Small Tools & Miscellaneous Supplies	821.35	
Home Office & General Overhead	2,465.91	
		60,898.21
Total		$101,287.86

Kessle Courtright
Legett Co. Cost

Breakdown of Crushing Costs

Total Rock Crushed	53,068 Cu. Yd.
" " Placed on Road	43,821 " "
" " " in Stockpile	9,247 " "

	Cost	Amount	Cost Per Cu. Yd.
Quarry	$13,054.26	53,068 Cu. Yds.	$0.246
Load & Haul to Crusher	9,344.52	" " "	0.176
Crush	23,689.18	" " "	0.446
Haul to Road & Stockpile	42,670.05	" " "	0.804
Street Work	9,624.01	43,821 " "	0.220

Average Cost per Cu. Yd. on Road	$1.894
" " " " " in Stockpile	1.672

This was a "Regular Federal Aid Project" which was bid and awarded October 30th, 1945. This project was bid in combination with the Buchanan-Malheur River Project, Contract #2756. Work on the project was started July 21st, 1946; crushing was started September 5th; and the project was completed November 6th, 1946. The placing of the mineral aggregates and the furnishing and placing of the asphalt was sub-contracted to Babler Brothers.

Equipment used by the contractor consisted of one 315 portable compressor, three jackhammers with hose and attachments, one 3/4 cu. yd. and one 1½ cu. yd. shovels, one large 4-crusher portable crushing plant, two #12 blades, two 10-ton rollers, from six to ten 5 and 8 cu. yd. trucks, one Adnum paver, four pickups, one 2,500-gallon water wagon and miscellaneous shop equipment required for repair purposes. Extra trucks were hired for all long haul.

Instead of procuring the rock from the designated quarry at M.P. 183.27 the contractors elected to use rock obtained at a site located at M.P. 181.7. This quarry was depleted after obtaining about 35,000 cu. yd. of material. After prospecting several sources, sufficient material was found at M.P. 181.9 to complete the crushing. Lost time and the extra haul involved added a small cost to the last 12,000 cubic yards of material crushed which would not have been required if all material would have been taken from a single source.

Crushing operations proceeded only fair during the actual working time and considerable time was lost due to prospecting and shooting a new quarry and a shutdown during deer season. Production averaged 69.8 cubic yards per hour for actual work hours and 59.0 cubic yards per hour for elapsed work hours.

Babler Brothers, subcontractors on the oiling operations, had a difficult time in laying the oil mat due to the lateness of the season. Considerable lost time was experienced due to wet or cold weather. Due to the lateness of the season the seal coat was laid with 151-200 asphalt cut back slightly with stove oil and diesel oil instead of the specified RC-3 or emulsified asphalt. The texture of the finished oil mat is very poor as the oil has bled through to a considerable degree.

This project was well handled and considerable more labor was available than on the preceding project, Buchanan-Malheur River, but the exhaustion of the available rock in the quarry the contractor picked for the project, the quality of the labor and the lateness of the season were all factors which tended to raise the costs of the various bid items.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
JAN 21 1947
FOR FILING

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

187-15

Jan. 18, 1947

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	49	2757	5 Final	Rogers Constr. Co.	4,653.40	301582	ok. gl
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Your acceptance notice is on file in our office.

NOTED ON CARD

1-18-47 gl

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

Accepted 1-25-47

RECEIVED
DEC 26 1946
FILING

187-15

December 23, 1946

United Pacific Insurance Co.,
J. E. McGovern-Carroll Co., Agents
Spokane
Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 2757 for work on the Malheur River-Juntura Section of the Central Oregon Highway, in Harney County, has been completed by the contractor, Rogers Construction Company, and that final payment in the amount of $4,653.40 will be made on or after January 2, 1947.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $155,113.44 and that no force account work was performed therein. This contract was completed on November 6,1946 and accepted by the Commission on November 25, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

H. B. Glaisyer
Secretary

gl 12-23-46, gl

RECEIVED
DEC 9 1946
FOR FILING

187-15

December 9, 1946

United Pacific Insurance Co.,
J.E.McGovern-Carroll Co., Agent
624 Peyton Bldg.
Spokane, Washington

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Rogers Construction Company, on contract No.2757, covering surfacing and oiling on the Malheur River-Juntura Section of the Central Oregon Highway in Harney County. This payment, in the amount of $8,618.77, will be made on or after December 19,1946. The retained percentage is $4,653.40.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

el

NOTED ON CARD
12-9-46 gf

RECEIVED
DEC 3 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

POST OFFICE BUILDING
PORTLAND, OREGON

MONTANA
OREGON
WASHINGTON

F 187 (15)

November 25, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Project No. F-187(15), Central Oregon Highway between Burns and Juntura, was made by a representative of this office on November 5, 1946.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LANCE
District Engineer

By

[redacted]

RECEIVED
NOV 29 1946
OREGON
STATE HIGHWAY COMMISSION

Form E-1—5M—12-45

187-15

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 9, 1946, 19

Section Malheur River- Juntura

Kind of work Surf.

Highway Central Oregon

Section prefix 13-1020

Contractor Rogers Const. Co.

Contract number 2757

Date of contract Oct. 30, 1945, 19

Date of completion Sept. 30, 1946, 19

Date work started July 15, 1946, 19

Estimated date of completion Nov. 6, 1946, 19

Amount of contract $164423.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 160000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 5000.00, 3 %

Date project was completed Nov. 6, 1946, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished oiling Sun. Nov. 3rd. One roller worked Mon. rolling shoulders and roadbed and one blade maintained Mon. Tues. and Wed.

The oil took a little rock Mon. and Tues. as the weather was fairly warm.

The road is now in good shape.

The plant is 100% removed and the plant area all cleaned up.

Rock left on hand at the plant, M.P. 181.6, includes approx. 550 c.y. 1½-3/4", 450 c. y. 3/4"-0", 650 c.y. 1/4"-0"and 40 c.y. 3/4"-1/2".

NOTED
RAY WEBBER

RECEIVED
NOV 13 '46
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. A. PEASE

Signed Dean Swift by H.K. Laughlin

Address Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		15.2		15.2	
Miles partially completed		none		none	
Miles completed		15.2		15.2	
Total estimated quantities		44,000		9,500	
Estimated quantities moved or placed to date		44,000		9,500	
Average daily quantities		none		1 day- 500	
Average daily quantities necessary to complete project on time		none		none	
Number shifts per day		none		1	
Hours per shift		none		7	
Average force on project for week		none		1 day 14 3 days 2	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: ~~Shovels~~ over-head scoop 1, Power graders 1, Rollers 2, Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., trucks 7, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	clear	none	
Monday	clear	none	
Tuesday	clear	none	
Wednesday	cloudy	none	Work completed today
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
NOV 7 1946
FOR FILING

187-15

November 6, 1946

Rogers Construction Co.
Box C-4
Dayton, Washington

Gentlemen:

The State Highway Commission, at its meeting on October 29, 1946, granted you the extension of time requested, from October 1, 1946 to December 31, 1946, without penalty, in connection with contract No. 2757 for surfacing and oiling in Malheur River-Juntura Section on the Central Oregon Highway in Harney County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HHC:jf

cc - Frank Van Sooy

CEIVED
CT 2 1946
OR FILING

187-15

September 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2757, Malheur River-Juntura Section of the Central Oregon Highway, F-187 (15) to Rogers Construction Company, contractor, from October 1, 1946, to December 31, 1946.

Because of the extreme shortage of men, and the difficulty in transportation from Burns to the project, it has been impossible for the contractor to operate all the equipment which he had on the job. He has had two crushing plants on this, and the adjacent, project, but due to the above reasons has only been able to operate one plant. The job has been handled very well under the very difficult circumstances, and I would suggest that the request be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc H. G. Smith

RECEIVED
OCT 2 1946
FOR FILING

E-187-15

September 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2757, Malheur River-Juntura Section of the Central Oregon Highway, F-187 (15) to Rogers Construction Company, contractor, from October 1, 1946, to December 31, 1946.

Because of the extreme shortage of men, and the difficulty in transportation from Burns to the project, it has been impossible for the contractor to operate all the equipment which he had on the job. He has had two crushing plants on this, and the adjacent, project, but due to the above reasons has only been able to operate one plant. The job has been handled very well under the very difficult circumstances, and I would suggest that the request be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc H. G. Smith

RECEIVED
MAR 1 2 1946
FOR FILING

187-15

March 8, 1946

File: Wholesale Credit

Sinclair Refining Company
906 Grand Avenue
Kansas City 13
Missouri

ATTENTION: W. Z. Brown
Asst. Credit Mgr.

SUBJECT: Lloyd Babler
Babler Brothers
4617 S.E.Milwaukie Avenue
Portland, Oregon

Gentlemen:

I have your letter of February 26 requesting the name of the bonding company covering Lloyd Babler, Babler Brothers, in connection with the Malheur River-Juniture Project in Harney and Malheur Counties.

This contract, No. 2757, was awarded to Rogers Construction Company of Dayton, Washington, on October 30, 1945 and to date we have not received any notice of its having been relet to Babler Brothers.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

GL

No bond filed with statement in Rogers proposal

CHICAGO FORT WORTH KANSAS CITY NEW YORK

SINCLAIR REFINING COMPANY

REFINERS OF PETROLEUM

906 GRAND AVENUE
KANSAS CITY 13, MO.

February 26, 1946

File: Wholesale Credit

State Highway Department
Salem, Oregon

SUBJECT: Lloyd Babler
Babler Brothers
4617 S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

We are informed that the above subject is the successful bidder on the Malheur River-Juntura Project in Harney and Malheur counties, Federal Project No. F-187 (11), and we have recently contracted with him to supply part of the asphalt materials for this construction, consequently, we are asking if you will kindly furnish us with the bond company covering the performance on this job.

Very truly yours,

SINCLAIR REFINING COMPANY

W. Z. Brown
Assistant Credit Mgr.
Western District

WZB:LC

REFERRED TO
BY SECRETARY

RECEIVED
MAR 2 1946
OREGON
STATE HIGHWAY COMMISSION

PRICES SUBJECT TO CHANGE WITHOUT NOTICE, ORDERS ACCEPTED CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS BY CARRIERS OR OTHER CAUSES BEYOND OUR CONTROL.

RECEIVED
AUG 8 1946
FOR FILING

F-187-15

July 29, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that the commencement date for Contract No. 2757, Malheur River-Juniture Section of the Central Oregon Highway in Harney County, Federal Aid Project No. F-187 (15), has been revised by the engineer. The revised commencement date for this project is July 15, 1946.

Very truly yours,

R. H. Baldock
State Highway Engineer

JR:GS

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 4 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

JM

F-187 (15)

May 31, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon Federal Aid Project F-187(15), Buchanan-Juntura Section of the Central Oregon Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. Lynch
Division Engineer

Encls.

RECEIVED
JUN 1 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 16 1946
FOR FILING

F187-15

May 14, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of May 6, 1946, we are sending, under separate cover, six blue line prints of the plan title sheet for the Buchanan-Juniura Section, Project No. F-187 (15), on which sheet the nonparticipating bridges have been shown as exceptions to the Federal Aid project.

In the project agreement estimate, the number of bridges is given incorrectly as five, the correct number being seven. The length of the bridges shown as 0.102 mile, however, is correct.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

RECEIVED
MAY 21 1946
FOR FILING

F 187-15

May 14, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of May 6, 1946, we are sending, under separate cover, six blue line prints of the plan title sheet for the Buchanan-Juntura Section, Project No. F-187 (15), on which sheet the nonparticipating bridges have been shown as exceptions to the Federal Aid project.

In the project agreement estimate, the number of bridges is given incorrectly as five, the correct number being seven. The length of the bridges shown as 0.102 mile, however, is correct.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

May 6, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the documents submitted as a basis for the project agreement for Oregon Project No. F-187(15), it is noted that five bridges, 0.102 mile in length, are excepted for the project, but these exceptions are not shown on the plans. Will you please submit a revised title sheet showing the location and stations of these exceptions.

Very truly yours,

3L-10-3

T. M. DAVIS
District Engineer.

RECEIVED
MAY 7 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 24 1946
FOR FILING

F187-15

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Buchanan-Juncture Section, Project No. F-187 (15).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

Oregon State Highway Department — Federal Aid Project No. F-187 (15)

[redacted]-IDAHO SECTION OF THE

CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 1, 1946

[redacted]-Malheur River Section (Sta. 1147+37.2 to 1206+80 - [redacted] to [redacted] = 0+00 to 292+06)

38,000	cu. yds.	3½" - 8" Rock in Base	$ 2.10	$ 79,800.00
21,000	cu. yds.	¾" - 0" Rock in Base and Shoulders	2.25	47,250.00
1,400	M-gals.	Sprinkling	3.00	4,200.00
18.77	miles	Preparation of Base	100.00	1,877.00
12,300	cu. yds.	Furnishing and Placing Aggregates	3.00	36,900.00
820	tons	Furnishing and Placing 151-200 Asphalt	33.00	27,060.00
234	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	7,722.00
				$204,809.00

Malheur River-Ironum Section (Sta. 292+06 to 600+00 - [redacted] to [redacted])

30,000	cu. yds.	3½" - 8" Rock in Base	$ 2.10	$ 63,000.00
17,000	cu. yds.	¾" - 0" Rock in Base and Shoulders	2.30	39,100.00
1,200	M-gals.	Sprinkling	3.00	3,600.00
15.83	miles	Preparation of Base	100.00	1,583.00
10,000	cu. yds.	Furnishing and Placing Aggregates	3.00	30,000.00
660	tons	Furnishing and Placing 151-200 Asphalt	32.00	21,120.00
190	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	32.00	6,080.00
				$164,423.00

Subtotal	$369,232.00
10% Engr. & Cont.	36,923.00
Total	$406,155.00

Length of Roadway	33.992 miles
Length of 3 Bridges (connection)	0.102 mile
Total Length	34.094 miles
Cost per mile, Roadway	$11,946.54

Federal Aid Funds	$236,000.00
State Funds	170,155.00
	$406,155.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department — Federal Aid Project No. F-187 (15)

BUCHANAN-JUNTURA SECTION OF THE CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 10, 1946

Buchanan-Malheur River Section (Sta. 1147+37.2 to 1286+80 = 61+55 to 625+37.1 = 0+00 to 292+06)

38,000	cu. yds.	3½" - 2" Rock in Base	$ 2.10	$ 79,800.00
21,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	47,250.00
1,400	M-gals.	Sprinkling	3.00	4,200.00
18.77	miles	Preparation of Base	100.00	1,877.00
12,300	cu. yds.	Furnishing and Placing Aggregates	3.00	36,900.00
820	tons	Furnishing and Placing 151-200 Asphalt	33.00	27,060.00
234	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	7,722.00
				$204,809.00

Malheur River-Juntura Section (Sta. 292+06 to 600+00 = 0+00 to 513+34.2)

30,000	cu. yds.	3½" - 2" Rock in Base	$ 2.10	$ 63,000.00
17,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.30	39,100.00
1,200	M-gals.	Sprinkling	3.00	3,600.00
15.23	miles	Preparation of Base	100.00	1,523.00
10,000	cu. yds.	Furnishing and Placing Aggregates	3.00	30,000.00
660	tons	Furnishing and Placing 151-200 Asphalt	32.00	21,120.00
190	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	32.00	6,080.00
				$164,423.00

Subtotal	$369,232.00
10% Engr. & Cont.	36,923.00
Total	$406,155.00

Length of Roadway	33.992 miles
Length of 5 Bridges (exception)	0.102 mile
Total Length	34.094 miles
Cost per mile, Roadway	$11,948.54

Federal Aid Funds-	~~$251,820.00~~	236000.00
State Funds-	~~154,335.00~~	170155.00
	$406,155.00	

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
APR 8 1946
FOR FILING

F 187-15

April 8, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

The present surfacing between Stinkingwater Mountain and Drewsey consists only of a slight amount of fine gravel covered with a light oil treatment, which was placed several years ago as a temporary expedient.

Every spring the surface has pitted up nearly the entire distance between Buchanan and Juntura, but it is a surface failure and not a foundation failure. We are placing an unusually heavy surfacing as compared to the other surfacing on the Central Oregon Highway, and I do not feel that it is practical to attempt to finance an extra lift over any considerable portion of this project.

I believe the failures are entirely surface failures due to the clay gravel that was used as a smoothing course, and I have no reason to suspect that there is any section which requires an extra lift of keyed macadam.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

...INGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

April 2, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It was noted during a recent inspection of Oregon Federal Aid Project No. F-187(15), the Buchanan - Juntura Section of the Central Oregon Project that failure of the existing surface had occurred during the past winter in many of the cuts on the westerly portion of the project between the summit of the Stinkingwater Mountain and Drewsey. It is our opinion that an extra lift of the keyed macadam constructed in intermittent sections would provide a base course of more uniform strength throughout the project.

Please give this suggestion your consideration and advise us of your reaction.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
APR 2 1946
[illegible]

RECEIVED
APR 3 1946
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Calkins

RECEIVED
MAR 12 1946
FOR FILING

S 187-15

March 9, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 6, 1946, on Contract No. 2757, Malheur River-Juntura Section, in connection with Federal Aid Project No. S-187 (15).

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS.

RECEIVED
NOV 2 1945
FOR FILING

187-15

November 1, 1945

Rogers Construction Company
Box C 4
Dayton, Washington

Gentlemen:

We are sending you today by express four copies of contract No. 2757, which was awarded to you by the State Highway Commission on October 30, 1945, covering surfacing and oiling on the Malheur River-Juntura Section of the Central Oregon Highway in Harney County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

E. B. Glaisyer
Secretary

cc

contract forwarded by express
11/1/45 LO

recorded in your books
11/1/45
LO

RECEIVED
NOV 2 1945
FOR FILING

187-15

November 1, 1945

Rogers Construction Company
117th & N. E. Gilsan
Portland, Oregon

Gentlemen:

The State Highway Commission on October 30, 1945 awarded you the contracts for the following projects:

Buchanan-Hallowe River Section of the Central Oregon Highway in Harney County.

Hallowe River-Juniper Section of the Central Oregon Highway in Harney and Malheur Counties.

These contracts were awarded you on the basis of your low combination bid of $289,208.00, submitted on October 30, 1945.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HDG:gm

cc: S. H. Probert
G. S. Penson

F 187-15

MONTANA
OREGON
WASHINGTON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
MAY 24 1946
FOR FILING

October 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project F-187(~~11~~ 15), Malheur River-Juntura Section of the Central Oregon Highway, to Rogers Construction Company, Dayton, Washington, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 2 1945
OREGON
STATE HIGHWAY COMMISSION

F 187-15

MONTANA
OREGON
WASHINGTON

RECEIVED
MAY 2 4 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

October 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project F-187(~~11~~ 15), Buchanan-Malheur River Section of the Central Oregon Highway, to Rogers Construction Company, Dayton, Washington, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 2 1945
OREGON
STATE HIGHWAY COMMISSION

F 187-15

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
OCT 2 4 1945
FOR FILING

October 12, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project F-187(15), the Buchanan-Juntura Section of the Central Oregon Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is your authority to advertise for bids.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OCT 1 1945
OREGON
STATE HIGHWAY COMMISSION

October 8, 1945.

Mr. T. E. Davis,
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover five bid proposals each of the Buchanan-Malheur River and the Malheur River-Juntura Units of the Buchanan-Juntura Section, Project No. F 187 ~~(11)~~. (15)

Five sets of reduced size plans are likewise being submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GEO

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
DIVISION EIGHT

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 18, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Partial P.S.& E. papers covering Oregon F. 187(15), the Buchanan-Juntura section, submitted with your letter of September 5, have been reviewed.

The documents appear satisfactory except for the inclusion of the revised special provisions as required by General Administrative Memorandum No. 280, and will be recommended for approval upon receipt of revised proposal and the usual number of plans.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
SEP 19 1945
OREGON
STATE HIGHWAY COMMISSION

September 5, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Buchanan-Juntura Section, Project No. P-187 (15).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department — Federal Aid Project No. F 187 (15)

[redacted] SECTION OF THE

[redacted] HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 4, 1945

[redacted]-Malheur River Section (Sta. 1147+77.2 to 1286+80 = 61+55 to 82+77.2 = 0+00 to 298+06)

38,000	cu. yds.	3½" - 2" Rock in Base	$ 1.80	$ 68,400.00
21,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.10	44,100.00
1,400	M-gals.	Sprinkling	2.50	3,500.00
18.77	miles	Preparation of Base	150.00	2,815.50
12,300	cu. yds.	Furnishing and Placing Aggregates	3.25	39,975.00
820	tons	Furnishing and Placing 151-200 Asphalt	35.00	28,700.00
234	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	35.00	8,190.00
				$193,680.50

Malheur River-Juntura Section (Sta. 298+06 to 600+00 = 0+00 to 317+34.2)

38,000	cu. yds.	3½" - 2" Rock in Base	$ 1.80	$ 54,000.00
17,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.10	35,700.00
1,200	M-gals.	Sprinkling	2.50	3,000.00
15.23	miles	Preparation of Base	150.00	2,284.50
10,000	cu. yds.	Furnishing and Placing Aggregates	3.25	32,500.00
660	tons	Furnishing and Placing 151-200 Asphalt	35.00	23,100.00
190	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	35.00	6,650.00
				$197,234.50

Subtotal	$392,915.00
10% Engr. & Cont.	35,291.50
Total	$388,206.50

Length of Roadway	33.992 miles
Length of 5 Bridges (exception)	0.102 mile
Total Length	34.094 miles
Cost per mile, Roadway	$11,420.52

Federal Aid Funds	$240,670.00
State Funds	147,536.50
	$388,206.50

BUCHANAN-JUNTURA SECTION

PROJECT NO. F 187 (15)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 4, 1945

RECEIVED
SEP 6 1945
FOR FILING

F 187-15

September 5, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Buchanan-Juntura Section, Project No. F-187 (15).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

30-8302 Mission-Meacham Rock Production
Old Oregon Trail 1945

#2758

RECEIVED
FOR FILING
30 - 8302

27-8

April 27, 1946

Hartford Accident and Indemnity Co.
319 S. W. Washington Street
Portland 4, Oregon

Attention: Norman Knowlton

Gentlemen:

Reference is made to your letter of April 26 regarding a copy of the contract and bond in connection with the Umatilla-Meacham Section of the Old Oregon Trail, which contract was let to the Pendleton Sand and Gravel Company.

Our records indicate that on December 3, 1943, we sent a fully executed copy of this contract, No. 2798, to Hartford Accident and Indemnity Company, attention Sprague H. Carter, Agent, Hotel Building, Pendleton, as he was indicated as the resident agent for your company on that particular project.

We trust that this procedure is satisfactory to you and that you will be able to obtain the contract and bond from him.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

EE:ec

cc - Mr. Sprague H. Carter
Hotel Building
Pendleton, Oregon

PAUL RUTHERFORD, PRESIDENT

Hartford Accident and Indemnity Company

PACIFIC DEPARTMENT, HARTFORD BUILDING
SAN FRANCISCO 20 CALIFORNIA

ADDISON C. POSEY
VICE-PRESIDENT

MILTON C. KENNEDY
ASSISTANT MANAGER

OREGON SERVICE OFFICE
319 S. W. WASHINGTON STREET
PORTLAND 4, OREGON

April 26, 1946

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Attention Mr. Glaisyer.

Re: Pendleton Sand & Gravel Company
Cont. No. 2758, furnishing sanding materials in stockpiles,
Umatilla Meacham Section of Old
Oregon Trail Highway.

The Hartford Accident and Indemnity Company was surety on the anove bond and we do not appear to have received our copy of the contract and bond for our file. If this copy is now available we will appreciate very much receiving it.

Yours very truly

OREGON SERVICE OFFICE

By Norman Knowlton

n

Sent 12/3/47
file
30-8302

RECEIVED
APR 27 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 25 1946
FOR FILING

30-8302

April 24, 1946

Hartford Accident and Indemnity Co.,
Sprague H. Carter, Agent
Hotel Bldg.
Pendleton, Oregon

Dear Sir:

You are hereby notified that state highway contract No. 2758 for work on the Mission-Meacham Section of the Old Oregon Trail Highway, in Umatilla County, has been completed by the contractor, Pendleton Sand & Gravel Co., and that final payment in the amount of $497.78 will be made after it has been accepted by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,716.68 and that no force account work was performed therein. This contract was completed on April 2, 1946 but has not as yet been accepted by the Highway Commission, however, we anticipate that it will be at the next meeting in May.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

NOTED ON CARD
4-24-46 gl

gl

RECEIVED
APR 18 1946
FOR FILING

20-8302

April 15, 1946

Hartford Accident and Indemnity Co.,
Sprague H. Carter, Agent
Hotel Bldg.
Pendleton, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Pendleton Sand & Gravel Co., on contract No. 2758, covering furnishing sanding material in stockpiles on the Mission-Meacham Section of the Old Oregon Trail Highway, in Umatilla County. This payment, in the amount of $523.90, will be made on or after April 25, 1946. The retained percentage is $500.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

El

NOTED ON CARD
4-15-46 gf

Form E-1—5M—6-43

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT #20 FINAL

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 8, 1946

Section Mission - Meacham

Highway Old Oregon Trail

Contractor Pendleton Sand and Gravel Co.

Date of contract November 14, 1945

Date work started December 10, 1945

Amount of contract . . . . . $ 11,718.90

Kind of work Rock Production

Section prefix 30 - 8302

Contract number 2758

Date of completion April 8, 1946

Estimated date of completion April 8, 1946

Per cent of time elapsed 42.0 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 11,718.90

Per cent of contract completed, based on total contract price . . . . . 100. %

Engineering cost to date, $ 699.00, 97.7 %

Date project was completed April 8, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final was finished and forwarded to La Grande April 8th.

NOTED RAY WEBBER

NOTED H. G. SMITH

NOTED H. W. LIBBY

RECEIVED

NOTED E. A. PEASE

Signed A. L. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			3015.5		
Estimated quantities moved or placed to date			3015.5		
Average daily quantities			80.		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week			0		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair	Fair	
Monday	Cloudy	Cloudy	
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
DEC 4 1945
FOR FILING

30-8302

December 3, 1945

Pendleton Sand & Gravel Co.
P. O. Box 245
Pendleton, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of Contract No. 2758 which was awarded to you on November 14, 1945, by the State Highway Commission, covering the furnishing of sanding material in stockpile on the Mission-Meacham Section of the Old Oregon Trail in Umatilla County, Oregon.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By
H. B. Glaisyer
Secretary

cc

sent by express 12-8-45
Recorded cc

RECEIVED
NOV 16 1945
FOR FILING

30-8302

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
OVERNIGHT TELEGRAM		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF WESTERN UNION TELEGRAM

FILES

SALEM, OREGON
NOVEMBER 15, 1945

PENDLETON SAND & GRAVEL CO.
PENDLETON, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU YESTERDAY CONTRACT FOR MISSION-MEACHAM ROCK PRODUCTION PROJECT ON OLD OREGON TRAIL IN UMATILLA COUNTY BASED ON YOUR LOW BID SUBMITTED OCTOBER 30, 1945. CONTRACT FORMS ~~FOLLOW-SHORTLY~~ Sent today.

E. B. GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

Sec engineer

RECEIVED
NOV 15 1945
FOR FILING

30-8302

November 15, 1945

Pendleton Sand & Gravel Co.
P. O. Box 245
Pendleton, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2758, which was awarded to you by the State Highway Commission on November 14, 1945, covering the furnishing of Sanding Material in Stockpile on the Mission-Meacham Section of the Old Oregon Trail Highway, in Umatilla County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, Page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By
H. B. Glaisyer
Secretary

gl

Contract sent by express 11-16-45
LO
H. B. Gl - jl

23-8302 Vale Rock Production 1945
Central Oregon & John Day Hwys.

#2759

RECEIVED
AUG 6 1946
FOR FILING

22-8202

August 3, 1946

Maryland Casualty Company,
Hanson & Rowland, Inc., Agents
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 8792 for work on the Vale Rock Production Project on the Central Oregon and John Day Highway, in Malheur County, has been completed by the contractor, Newport, Horn & Ribbs, and that final payment in the amount of $966.04 will be made after it has been accepted by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $32,201.26, and that no force account work was performed therein. This contract was completed on July 5, 1946 but has not as yet been accepted by the Commission, however, we anticipate that it will be accepted at the meeting of the Highway Commission to be held next week.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
8-8-46, gl

E. B. Glaisyer
Secretary

gl

RECEIVED
JUL 22 1946
FOR FILING

23-8302

July 20, 1946

Maryland Casualty Company,
Hansen & Rowland, Inc., Agents
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Newport, Horn & Hibbs, on contract No.2752, covering rock production on the Vale Rock Production Project of the Central Oregon and John Day Highways, in Malheur County. This payment, in the amount of $16,648.27, will be made on or after July 30, 1946. The retained percentage is $966.04.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glasgyer
Secretary

NOTED ON CARD
7-20-46 gl

Form E-1—5M—6-43

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 11 1946, 19

Section Vale Rock Production — Kind of work Furnish Maintenance Mtls.

Highway Central Oregon & John Day — Section prefix 23-8302

Contractor Newport, Kern & Kibbe — Contract number 2759

Date of contract November 16 1945, 19 — Date of completion Novenver 30 46, 19

Date work started April 17 1946, 19 — Estimated date of completion July 30 1946, 19

Amount of contract . . . . . $ 32,559.00 — Per cent of time elapsed 50.0 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 32,559.00

Per cent of contract completed, based on total contract price . . . . . 12.5 %

Engineering cost to date, $ 250.00, ... % — Date project was completed 7-5-46, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor started to set up the plant of April 17th but did not get into production untill May 4th. This delay was due to the making of alterations in the arrangement of the plant.

Further delay was due to our pit being to tightly cemented to be dug with the small shovel he had on hand, and therefor, it became necessary discontinue operations untill drilling and shooting equipment could be secured. This equipment is now on hand and the plant in operation.

RECEIVED
MAY 13 1946

NOTED
H. W. LIBBY

NOTED
RAY WEBBER

NOTED
E. A. PEASE

Signed E. J. Beckner

Address Baker.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date			11,900		
Average daily quantities			1,000		
Average daily quantities necessary to complete project on time			43		
Number shifts per day			63		
Hours per shift			1		
Average force on project for week			8		
			12		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
.....							
n and teams							
n and trucks under 3 tons							
n and trucks over 3 tons							
and tractors							

oment used during week: Shovels 1, Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1.....

Compressors 1, Bulldozers 1, Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
y	Fair		
y	Wind		
y	Rain		
sday	Wind		
ay	Fair		
.....	"		
y	"		

STATE PRINTING DEPT.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			11,900		
Estimated quantities moved or placed to date			1,000		
Average daily quantities			43		
Average daily quantities necessary to complete project on time			63		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1.....

Compressors 1, Bulldozers 1, Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Wind		
Tuesday	Rain		
Wednesday	Wind		
Thursday	Fair		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
DEC 20 1945
FOR FILING

23-8302

Dec. 19, 1945

Newport, Horn & Kibbe
7031 N. E. Halsey Street
Portland 16,
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2759 which was awarded to you on November 16, 1945 by the State Highway Commission, covering the furnishing of crushed material in stockpiles on the Vale Rock Production Project on the Central Oregon and John Day Highway, in Malheur County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By
H. B. Gladmyer
Secretary

gl

Sent by Express 12-19-45
Recorded

RECEIVED
NOV 29 1945
FOR FILING

23-8302

November 27, 1945

Newport, Kern & Kibbe
7031 N. E. Halsey Street
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2759, which was awarded to you by the State Highway Commission on November 16, 1945, covering Vale Rock Production Project on the Central Oregon and John Day Highway, in Malheur County.

Kindly execute all four copies of this contract as to agreement and bond, the President and Secretary of the Newport Construction Company and of Kern & Kibbe signing, respectively, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By
H. B. Glaisyer

gl

Sent by Express 11-28-45
Recorded

Charge to the account of

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE
TELEGRAM	X	ORDINARY
DAY LETTER		URGENT RATE
SERIAL		DEFERRED
OVERNIGHT TELEGRAM		NIGHT LETTER
SPECIAL SERVICE		SHIP RADIOGRAM

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram

RECEIVED FEB 26 1946 FOR FILING

WESTERN UNION

1217

A. N. WILLIAMS, PRESIDENT
NEWCOMB CARLTON, CHAIRMAN OF THE BOARD
J. C. WILLEVER, FIRST VICE-PRESIDENT

AGENDA

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

FILES

22-E-102

SALEM, OREGON
NOVEMBER 16, 1945

REXFORD, KERN & KIBBE
7031 N. E. HALSEY STREET
PORTLAND 16, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR VALE ROCK PRODUCTION PROJECT ON CENTRAL OREGON AND JOHN DAY HIGHWAYS IN MALHEUR COUNTY BASED ON YOUR LOW BID SUBMITTED OCTOBER 30, 1945. CONTRACT FORMS FOLLOW SHORTLY.

E. P. CLAISYER, SECRETARY,
OREGON STATE HIGHWAY COMMISSION

FILES

sex confirmed

SFC

OREGON STATE HIGHWAY COMMISSION

cc
cc- Mr. S. E. Probert
Mr. G. S. Paxson

November 16, 1945

Newport, Kern & Kibbe
7031 N. E. Halsey Street
Portland 16, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Vale Rock Production Project on the Central Oregon and John Day Highways in Malheur County. This award was based on your low bid of $32,5??, submitted on October 30, 1945.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
cc- Mr. S. H. Probert
Mr. G. S. Paxson

123-4211 Flight Strip-McDermitt Section
I. O. N. Highway 1945

#2760

RECEIVED
JAN 2 1947
FOR FILING

123-4211

January 2, 1947

Hartford Accident and Indemnity Co.,
Troup & McKinley Agency, Agent
43 W. Broadway
Eugene, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2760 for work on the Flight Strip-McDermitt Section of the I.O.N. Highway, in Malheur County, has been completed by the contractor, Del E. Beebe, and that final payment in the amount of $5,215.99 will be made on or after January 15, 1947.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $93,117.18, and that no force account work was performed therein. This contract was completed on July 31, 1946 and accepted by the Commission on November 25, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Chaisyer
Secretary

gl

NOTED ON CARD
1-2-47, gC

RECEIVED
DEC 4 1946
FOR FILING

123-4211

December 3, 1946

Dal E. Beebe
461 Willamette
Eugene, Oregon

Dear Mr. Beebe:

The State Highway Commission, at its meeting on November 25, 1946, granted you the extension of time requested, from October 10, 1946 to October 17, 1946, without penalty, in connection with contract No. 2760 for reeling and rock production on the Flight Strip-McDonald Section of the I.O.E. Highway in Malheur County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HEG/w

cc - Paul Van Scoy
Division Engr.

RECEIVED
DEC 3 1946
FOR FILING

123-4211

November 29, 1946

Hartford Accident and Indemnity Co.,
Tromp & McKinley Agency, Agent
45 West Broadway
Eugene, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Del R. Beebe, on contract No. 2760, covering receiling and rock production on the I.O.S. Highway in Malheur County. This payment, in the amount of $89,819.27, will be made on or after December 9, 1946. The retained percentage is $2,760.45.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
11-29-46 gl

RECEIVED
DEC 20 1946
FOR FILING

123.4211

COPY

Salem, Oregon
November 26, 1946

123-4211

Mr. N. A. Toole
Resident Highway Engineer
Ontario, Oregon

Dear Sir:

We are returning herewith Price Agreement No. 3 covering the purchase of excess 200-300 asphalt in barrels on the Flight Strip-McDermitt Section of the I. O. N. Highway, Contract No. 2760, for supporting data and further information.

The price of asphalt as given in the Price Agreement is $7.00 per ton. This price is higher than the State contract price and it is necessary for us to have copies of the oil invoices supporting the $7.00 price.

Also, please explain the circumstances and reasons for the $0.165 transportation tax charge on hauling from Winnemucca to McDermitt.

Please return the Price Agreement with oil invoices and explanation requested as soon as possible. The semi-final payment will not necessarily be held up for this, but the Price Agreement will not be paid until the supporting data is received.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by D. B. Parkes/GS

Encl.

cc to Paul Van Scoy

Form E-1—SM—12-46

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT No. 21

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 19, 1946

Section Flight Strip - McDermitt

Highway I. O. N.

Contractor Del R. Beebe

Date of contract November 26, 1945

Date work started May 29, 1946

Amount of contract . . . . . $ 91,905.75

Estimated cost of completed project, exclusive of engineering . . . . . $ 91,905.75

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 5500.00, 6.0 %

Kind of work ReOiling & Rock Production

Section prefix 123-4211

Contract number 2760

Date of completion July 31, 1946

Estimated date of completion October 17, 1946

Per cent of time elapsed 100 %

Date project was completed October 17, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The crushing plant ran Monday, Tuesday and until noon Wednesday crushing 1/2"-1/4" material. At noon Wednesday, with only two loads (14 Yds) to go, the Atlas Motor, which ran the main plant, "Blew up". (Connecting rods and pistons blew out through the block). This ended the c rushing.

All stockpiles were completed in shaping-up on Thursday, October 17.

NOTED
RAY WEBBER

NOTED
E A PEASE

RECEIVED
OCT 1946
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. G. SMITH

Signed D A Doole

Address Ontario, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			46.4	34.57	
Miles partially completed					
Miles completed			46.4	34.57	
Total estimated quantities			12,400 CY	6400 CY Agg 660 Tons Asp	
Estimated quantities moved or placed to date			12,400 CY	6400 CY Agg 660 Tons Asp	
Average daily quantities			130 CY		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			12		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men		Supervision					3
Men and teams		Intermediate Laber					9
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1

Compressors ....., Bulldozers 2, Sheep-foot rollers 4-, 6. Yd. Trucks, 1- 3 Yd. Truck, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Cloudy		
Thursday	Storm		
Friday	Clear		
Saturday	Clear		

STATE PRINTING DEPT.

RECEIVED
OCT 1 1946
FOR FILING

123-4211

October 1, 1946

Mr. Del R. Beebe
861 Willamette St.
Eugene
Oregon

Dear Sir:

The State Highway Commission at its meeting on September 27, 1946 granted you the extension of time requested, from September 10 to October 10, 1946, without penalty, in connection with contract No. 2780 for recoiling and rock production on the Flight Strip-McDermitt Section of the U.S. Highway, in Malheur County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Paul Van Scoy

RECEIVED
FOR FILING

123 - 4211

Charge to the account of $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
OVERNIGHT TELEGRAM	X	NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1217

A. N. WILLIAMS, PRESIDENT
NEWCOMB CARLTON, CHAIRMAN OF THE BOARD
J. C. WILLEVER, FIRST VICE-PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 22, 1946

RECEIVED
MAY 24 1946
FOR FILING

MR. HOLDER
WAR ASSETS ADMINISTRATION
2005 FIFTH AVENUE
SEATTLE, WASHINGTON

YOUR WIRE REFERENCE TO WAR SURPLUS CONVEYOR UNITS ORDERED BY DEL R. BEEBE, EUGENE, OREGON. TWO BARBER GREEN MODEL M 24-INCH BY 57 FEET MOUNTED ON PNEUMATIC TIRES. CORRESPONDENCE REFERENCE FILE CRO 11483 REPORT NO. UTAH 10186R DISPOSAL AGENCY 09992 EQUIPMENT LOCATED AT AFS DEPOT, OGDEN, UTAH.

DEL R. BEEBE IS THE CONTRACTOR ON STATE HIGHWAY CONTRACT NO. 2760 FOR CRUSHED ROCK AND RESURFACING 35 MILES ON THE JORDAN VALLEY-McDERMITT SECTION OF I-O-N HIGHWAY US ROUTE NO. 95. WORK ON THIS CONTRACT MUST BE STARTED IMMEDIATELY TO FINISH THIS YEAR. WE WILL APPRECIATE EARLY RELEASE OF CONVEYOR UNITS SO CONTRACTOR CAN START WORK.

R. H. BALDOCK
OREGON STATE HIGHWAY ENGINEER

RECEIVED
DEC 20 1945
FOR FILING

123 - 421

December 19, 1945

Mr. Del R. Beebe
1483 Oak Street
Eugene, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2760 which was awarded to you on November 26, 1945 by the State Highway Commission, covering recilling and rock production on the Flight Strip-McDermitt Section of the L.O.N. Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Gleisner
Secretary

gl

Sent by Express 12-19-45
Recorded

RECEIVED
DEC 3 1945
FOR FILING

122-5211

November 30, 1945

Mr. Del R. Beebe
1483 Oak Street
Eugene, Oregon

Dear Mr. Beebe:

This letter is to correct the letter that I sent to you this morning regarding the status of the execution of your two contracts. The Greenleaf Creek-Long Tom River contract has not as yet been executed by two members of the State Highway Commission. The Chairman of the Commission has signed the contracts and they are now in the hands of Commissioner Cheesman for his signature. I should receive them from him either tomorrow or Monday, and will then forward your copy to you immediately.

The four copies of your contract for the construction of the Flight Strip-McDermitt Section on the I.O.N. Highway were sent to you on November 27, by express, to execute the contract agreement and furnish the bond. As soon as you return them I will obtain the signatures of two members of the Highway Commission as expeditiously as possible.

I am sorry that the mistake occurred in my previous letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

HBG gl

1945

FOR FILING

123-421

November 30, 1945

Mr. Del R. Beebe
1483 Oak Street
Eugene, Oregon

Dear Mr. Beebe:

Reference is made to your letter of November 27, which I have just received.

Your copy of the contract, covering the Flight Strip-McDermitt Section project on the U. S. No. 99 Highway, which was awarded to you by the Oregon State Highway, was sent to you by express on November 27 and no doubt is now in your hands. Your copy of the other contract, Greenleaf Long Tom River project, has not yet been mailed to you, but I anticipate that I will be able to do so within the next two or three days. Contracts must be signed by at least two members of the Oregon State Highway Commission. I have already secured the signature of one of the Commissioners and will forward your copy to you when signed by another.

In the last paragraph of your letter, you request payroll forms, etc. that are required in connection with the above contracts. I am sorry, but the State Highway Commission does not furnish the forms. Contractors are required to purchase their own. I believe you can get a supply from the Daily Journal of Commerce, Portland, or some other printing firm in that city.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ga

DEL R. BEEBE
CONSTRUCTION COMPANY
GENERAL CONTRACTOR

1433 Oak Street
Eugene, Oregon
November 27, 1945

Oregon State Highway Commission
Salem, Oregon

Attention Mr. Glaisyer

Gentlemen:

I am in receipt of your telegram advising me of the State Highway Commission awarding to me contract for Flight Strip, McDermitt Section, I.O.N. Highway.

Upon reciept of contract forms I will have them executed and returned at once. Kindly use the above address for all correspondence in regard this project.

I have not received, to date, my fully executed copy of contract on the Greenleaf Long Tom River project, and would appreciate your advising me of any information you have in regard this.

Also, would you kindly mail me any forms in regard payroll, etc., that you require in connection with the above contracts.

Very truly yours,

Del R. Beebe

DRB:mb

ANSWERED
H. B.

RECEIVED
NOV 29 1945
OREG.
STATE HIGHWAY COMMISSION

RECEIVED
NOV 28 1945
FOR FILING
123-4211

November 27, 1945

Mr. Del R. Beebe
1483 Oak Street
Eugene, Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2760, which was awarded to you by the State Highway Commission on November 26, 1945, covering recoiling and rock production on the Flight Strip-McDermitt Section of the I. O. N. Highway, in Malheur County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

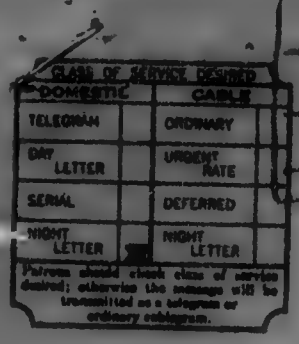
OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Sent by Express 11-27-45
Receipt



123-42 11

RECEIVED
FEB 26 1946
FOR FILING

COPY OF

WESTERN UNION TELEGRAM

FILES

SALEM, OREGON
NOVEMBER 26, 1945

DEL R. BEEBE
1483 OAK STREET
EUGENE, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR FLIGHT STRIP-McDERMITT SECTION, I.O.N. HIGHWAY, MALHEUR COUNTY BASED ON YOUR LOW BID SUBMITTED OCTOBER 30, 1945. CONTRACT FORMS FOLLOW SHORTLY.

H. B. CLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

8x

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
cc - R. H. Probert
G. S. Paxson

November 26, 1945

Mr. Dal R. Beebe
1483 Oak Street
Eugene, Oregon

Dear Mr. Beebe:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Flight Strip-McDermitt Section of the I. O. E. Highway, in Malheur County. This award was based on your low bid of $91,905.75 submitted on October 30, 1945.

Contract forms will be sent to you for executiong within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
cc - S. E. Probert
G. S. Paxson

21-8302 Cloverdale-Oceanlake Rock Prod.
Oregon Coast Highway 1945

#2761

RECEIVED
JUN 11
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 14, 1946

21-8302

To: Mr. M. E. Claisyer
O-f-f-i-c-e

SUBJECT: Request for release of warrants on final estimates.

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	7323	2761	4-Final	E. C. Hall Co.	1,158.28	289626	Ok, gl
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Claisyer:

I have your notice of acceptance on this contract.

NOTED ON CARD

6-14-46, gl

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

RECEIVED
MAY 2 8 1946
FOR FILING

21-8302

May 29, 1946

Maryland Casualty Company,
Hansen & Rowland, Inc.,
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2761 for work on the Cloverdale-Oceanlake Section of the Oregon Coast Highway, in Lincoln and Tillamook Counties, has been completed by the contractor, E.C.Hall Company, and that final payment in the amount of $1,158.28 will be made on or after June 8, 1946.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $31,443.71, and that no force account work was performed therein. This contract was completed on April 6, 1946 and accepted by the Commission on May 15, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gleasyer
Secretary

NOTED ON CARD
5-29-46 JC

el

RECEIVED
MAY 11 1946
FOR FILING

21-8302

May 9, 1946

Maryland Casualty Company,
Hansen & Rowland, Inc., Agents
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to E.C. Hall Co., on contract No. 2761, covering rock production on the Cloverdale-Oceanlake Section of the Oregon Coast Highway, in Lincoln and Tillamook Counties. This payment, in the amount of $4,134.93, will be made on or after May 20, 1946. The retained percentage is $936.66.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
5-9-46 gl

Form E-1—5M—6-44

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 4, 1946, 19....

Section Cloverdale Oceanlake — Kind of work Rock production

Highway Oregon Coast — Section prefix 21-8302

Contractor E.C.Hall Co. — Contract number 2761

Date of contract Dec. 15, 1945, 19.... — Date of completion June 30, 1946, 19....

Date work started Jan. 7, 1946, 19.... — Estimated date of completion ....., 19....

Amount of contract . . . . . $ 28,820 — Per cent of time elapsed .....%

Estimated cost of completed project, exclusive of engineering . . . . . $ 31,221.79

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 1790, ...% — Date project was completed April 6, 1946, 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

C FINAL REPORT

Completed semi-final Tuesday and shipped Wednesday.

NOTED
RAY WEBBER

RECEIVED
1946
STATE HIGHWAY ENGR.

NOTED
H. W. LIBBY

Signed S S Waller

Address Newport

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

21-8302

January 21, 1946

R. C. Hall Co.
Rte. 6, Box 630
Portland
Oregon

Gentlemen:

We are sending you today, by express, two fully executed copies of State Highway Contracts which were awarded to you by the Highway Commission, as follows:

Contract No. 2761, covering the furnishing of crushed rock in stockpiles on the Cloverdale-Oceanlake Section of the Oregon Coast Highway, awarded December 13, 1945.

Contract No. 2763, covering the grading, surfacing, oiling and rock production on the Rankles Creek-Middle Bridge Section of the Baker-Homestead Highway, awarded December 14, 1945.

These copies are for your records and files.

We are also sending executed copies to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaimyer
Secretary

gl

Sent by Wm. 1-21-46 JK

21 - 8302

January 21, 1946

Maryland Casualty Company,
Hansen & Rowland, Inc., Agents
406 Title & Trust Building
Portland, 4, Oregon

Gentlemen:

We are sending you today, by express, two fully executed copies of State Highway Contracts which were awarded to R. C. Hall Co. by the Highway Commission, as follows:

Contract No. 2761, covering the furnishing of crushed rock in stockpiles on the Cloverdale-Oceanlake Section of the Oregon Coast Highway, awarded December 13, 1945.

Contract No. 2763, covering the grading, surfacing, oiling and rock production on the Buckles Creek-Middle Bridge Section of the Baker-Homestead Highway, awarded December 14, 1945.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glasgyer
Secretary

gl

RECEIVED
DEC 20 1945
FOR FILING

21-8302

December 19, 1945

E. C. Hall Company
Rt. 6, Box 630
Portland, Oregon

Gentlemen:

We are sending you today by express four copies each of the following contracts which were awarded to you by the State Highway Commission on December 13, 1945, and December 14, 1945, respectively.

Contract No. 2761, covering the Cloverdale-Oceanlake Section on the Oregon Coast Highway in Lincoln and Tillamook Counties.

Contract No. 2763, covering Ruckles Creek-Middle Bridge on the Baker-Homestead Highway in Baker County.

Kindly execute all four copies of each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done, fully executed copies will be returned to you for your records and files. We will also send executed copies to the surety on your bonds.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under these contracts in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Contracts sent by express 12/19/45. gr
Recorded

M

RECEIVED
DEC 17 1945
FOR FILING

21-8302

December 15, 1945

E. G. Hall Company
Route 6, Box 630
Portland, Oregon

#2761

Gentlemen:

The State Highway Commission on December 13, 1945, awarded you the contract for the Clarkside-Depoe Bay Production Project on the Oregon Coast Highway in Lincoln and Tillamook Counties. This award was based on your low bid of $26,820, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glasgow
Secretary

[redacted]
cc - Mr. S. K. Probert
Mr. S. S. Paxson

S-295(2) Porcupine Butte-Chichester 1945
#2762 Gulch Sec., Shaniko-Fossil Secon. Hwy.

R. H. Baldock

S-295(2)

RECEIVED
AUG 26 1946
FOR FILING

FINAL COST ANALYSIS

August 14, 1946

Porcupine Butte-
Chichester Gulch Section

Grading and Topping

Shaniko-Fossil
Secondary Highway

Contract No. 2762

Verne Jarl, Contractor
W. H. Warfield, Resident Engineer

Prefix 135-1007

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing and Grubbing	All				$ 1,764.40	$ 2,000.00
Structural Excavation	272.1	Cu. Yd.	$ 2.84	$ 3.00	772.76	816.30
Trench Excavation	441.7	Cu. Yd.	2.26	2.00	998.24	883.40
General Excavation	54,511.7	Cu. Yd.	0.57	0.45	31,113.68	24,530.27
Short Overhaul	14,709	Yd. Sta.	0.02	0.02	294.18	294.18
Long Overhaul	69.4	C-Yd.Sta.	0.50	0.50	34.70	34.70
Rounding Cutbanks	5,760	Lin. Ft.	0.12	0.15	691.20	864.00
Finishing Roadbed & Slopes	3.37	Mile	594.00	300.00	2,001.78	1,011.00
18" Corr. Metal Pipe, Pro. Invert	544	Lin. Ft.	2.24	3.00	1,218.56	1,632.00
24" Corr. Metal Pipe, Pro. Invert	140	Lin. Ft.	3.21	4.50	449.40	630.00
36" Corr. Metal Pipe, Pro. Invert	68	Lin. Ft.	5.82	7.50	395.76	510.00
48" Corr. Metal Pipe Pro. Invert	76	Lin. Ft.	10.02	12.00	763.04	912.00
Selected Roadbed Topping	4,987.2	Cu. Yd.	0.39	0.40	1,945.01	1,994.88
Hauling Roadbed Topping	6,341.3	Yd. Mile	0.16	0.12	1,014.61	760.96
PA #1 - Purchase 36" Corr. Metal Pipe, 34 ft. at $5.34					181.56	204.68
					$43,638.88	$37,078.37

Total Cost $43,638.88
Gross Revenue 37,078.37
Net Loss 6,560.51
Net Loss Equals 17.7% of Gross Revenue

ON

PORCUPINE BUTTE-CHICHESTER GULCH

Detail of Cost

Labor:

Labor (includes supervision)	$13,603.90	
Insurance	791.98	
		$14,395.88

Materials:

18" Corr. Metal Pipe, Paved Inverts, 544 lin. ft. at $1.64	$ 872.16	
18" Coupling Bands, 27 each at $1.42	38.34	
24" Corr. Metal Pipe, Paved Inverts, 140 lin. ft. at $2.55	357.00	
24" Coupling Bands, 7 each at $2.47	17.29	
36" Corr. Metal Pipe, Paved Inverts, 68 lin. ft. at $4.83	492.66	
36" Coupling Bands, 2 each at $3.94	7.88	
48" Corr. Metal Pipe, Paved Inverts, 76 lin. ft. at $6.72	510.72	
48" Coupling Bands, 2 each at $5.31	10.62	
		$ 2,306.67

Equipment Rental & Miscellaneous:

Equipment Rental (includes normal repairs)	$13,110.00	
Rented Equipment	680.00	
Truck Rental	1,031.25	
Gas, Oil and Grease	2,389.30	
Excessive Tire Cost	1,789.04	
Excessive Repairs	3,824.50	
Lumber	48.85	
Explosives	1,930.69	
Freight and Cartage	276.94	
Small Tools and Miscellaneous	559.36	
Public Liability Insurance	228.93	
Bond	223.27	
Home Office and General Overhead	844.20	
		$23,936.33

Total Cost $40,638.88

PORCUPINE BUTTE-CHICHESTER GULCH

Remarks:

This was a "Federal Aid Secondary Project" and consisted of the construction of 3.37 miles of highway roadbed and the placing of roadbed topping for the full length of the project.

The project was bid and awarded December 13, 1945; construction was started December 30, 1945, and completed April 27, 1946.

Equipment used by the contractor on the project consisted of two D8 tractors, one D4 tractor, two dozers, two 15 cubic yard carryalls, one heavy duty ripper, one gallon blade, one 220 compressor mounted on truck, one 105 portable compressor, one one-half cubic yard shovel, one pickup and small tools as required. Trucks used on topping were rented as required.

The contractor's bid on excavation was 31% below the engineer's estimate for the project, and it was evident from the amount of drilling and shooting required that it would be impossible to show a profit, as the excavation item was the major portion of the project. Equipment used was in good shape on arrival, but poor shooting on the rock encountered resulted in undue wear and excessive repair costs. An added expense impossible to show in the analysis is that a large part of the equipment used required extensive major overhauling after the completion of the project.

This project was the first major State highway project involving excavation undertaken by the contractor, and it was necessary for him to obtain a full crew both for machine operations and for supervision. Neither machine operators nor supervisory employees were of the best caliber, and as a result the job efficiency was considerably lowered.

Low bid prices, inefficient labor and supervision and extraordinary wear and tear on equipment were the major items contributing to the cost of the project and resulted in a loss to the contractor.

E. H. Clymer
Cost Analyst

By C. E. Paulsen

RECEIVED
JUN 13 1946
FOR FILING

S 295 -2

2762

June 12, 1946

General Casualty Company of America
Dooly & Company, Agents
Board of Trade Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2762 for work on the Porcupine Butte-Chichester Gulch Section of the Shaniko-Fossil Secondary Highway, in Wheeler County, has been completed by the contractor, Vernie Jarl, and that final payment in the amount of $1,031.47 will be made on or after June 22, 1946.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $37,078.37 and that no force account work was performed thereon. This contract was completed on April 30, 1946 and accepted by the Commission on May 15, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

BS

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MAY 24 1946
FOR FILING

S-295-2

May 22, 1946

General Casualty Company,
Dooly & Co., Agents
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Vernie Jarl on contract No. 2762, covering grading and topping on the Porcupine Butte-Chichester Gulch Section of the Shaniko-Fossil Secondary Highway, in Wheeler County. This payment, in the amount of $1,897.50, will be made on or after June 1, 1946. The retained percentage is $1,114.85.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
5-22-46 gl

MONTANA
OREGON
WASHINGTON
S 295-2
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MAY 2 1 1946
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POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

May 21, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon S-295(2), Butte-Chichester Gulch Section of the Shaniko-Fossil Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAY 27 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2 WASpr 7047

State Oregon

Federal Aid Project No. S-695(2)

Secondary

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of October, 1945, a Revised project statement, which was approved on the 26th day of November, 1945, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section "A" said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of November 1945; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Twenty-three Thousand, eight hundred and 00/00

dollars ($ 23,800.00) as the share of the United States payable under said act on account of Section "A" of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

10—11379

Form 1

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FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 173, Laws 1917; Chap. 31, Laws 1[illegible]; Chap. [illegible]
Laws 1939
(Indicate date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey station 115+49.7 in the SE 1/4 section 2, T.7 S., R.20 E.
W.M. and survey station 295+50 in the NW 1/4 Section 3, T.8 S., R.20 E.
W.M. No exceptions

, length 5.5 79 miles, in Wheeler County,
being Section mk Oregon Federal Aid Secondary project No. S-[illegible](2) consisting of
3.378 miles of roadway and 20 bridges, each of more than 20 feet clear span.
[illegible]

10-31470 PPC

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, as conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] of said project shall not in any event exceed the sum of Twenty three Thousand, eight hundred and 00/00 dollars ($ 23,800.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Forty Thousand nine hundred thirty three and 20/100 dollars ($ [redacted]), the approved total estimated cost of [redacted] of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1929
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

OF SAID PROJECT

and materials which

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the [redacted] day of [redacted], 19[redacted]

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schlaudt
Member, State Highway Commission
(Title of officer)

By W H Thurman
Member, State Highway Commission
(Title of officer)

By Attest: H Blelaurock
Secretary
(Title of officer)

By _____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,
COMMISSIONER OF PUBLIC ROADS

By _____
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 10—11879

Form PR. 3—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-295(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of [illegible] as the total estimated cost of said project, and the sum of $ 23,800.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of ~~Washington~~ Portland, Ore. this 17th day of May one thousand nine hundred and forty - six

FEDERAL WORKS ADMINISTRATOR
COMMISSIONER OF PUBLIC ROADS

By [signature]
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

MONTANA
OREGON
WASHINGTON

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DEC 4 1946
FOR FILING
S-295(12)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

May 15, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon S-295(12), Butte-Chichester Gulch Section of the Shaniko-Fossil Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

Form E-1—SM—8-44

S.295(2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 11 1946, 19

Section Porcupine Butte-Chichester Gulch

Kind of work Grading and Topping

Highway Shaniko-Fossil Secondary

Section prefix 135-1007

Contractor Vernie Jarl

Contract number 8768

Date of contract December 13, 19 45

Date of completion July 31, 1946, 19

Date work started December 30, 1945

Estimated date of completion April 30, 1946

Amount of contract $37,812.00

Per cent of time elapsed 65 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 37,161.75

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 2194.37, 5.9 %

Date project was completed April 30, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-Final Estimate is now completed and all work done except some of the fencing being done by the maintenance crew.

H. G. SMITH
INSPECTOR

NOTED
H. W. LIBBY

NOTED
E A PEASE

RAY WEBBER

Signed L. H. Maples

Address Fossil, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RECEIVED
MAY 24 1946
FOR FILING

S 295-2

April 30, 1946

Mr. F. K. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate en basis for project agreement for the Porcupine Butte-Chichester Gulch Section, Project No. S-295 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWE:GB
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-295 (2)

PORCUPINE BUTTE-DESCHUTES GULCH SECTION

OF THE SHANIKO-FOSSIL HIGHWAY IN WHEELER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 7, 1946

All Required		Clearing and Grubbing		$ 2,000.00
330	cu. yds.	Structural Excavation, Unclassified		
330	cu. yds.	Trench Excavation, Unclassified	$ 3.00	990.00
30,000	cu. yds.	General Excavation, Unclassified	2.00	660.00
33,000	yd. stas.	Short Overhaul	.45	22,500.00
100	6-yd. stas.	Long Overhaul	.02	500.00
8,200	lin. ft.	Rounding Cutbanks	.30	54.00
3.37	miles	Finishing Roadbed and Slopes	.15	1,230.00
990	lin. ft.	18" Corr. Metal Pipe, Protected Invert	300.00	1,011.00
100	lin. ft.	24" Corr. Metal Pipe, Protected Invert	3.00	1,770.00
170	lin. ft.	36" Corr. Metal Pipe, Protected Invert	4.50	450.00
70	lin. ft.	48" Corr. Metal Pipe, Protected Invert	7.50	1,275.00
170	sq. yds.	Hand-placed Rock Slopes	12.00	840.00
6,300	cu. yds.	Selected Roadbed Topping	2.00	340.00
7,600	yd. mi.	Hauling Roadbed Topping	.40	2,520.00
			.12	912.00
		Subtotal		$37,212.00
		10% Engr. & Cont.		3,721.20
		Total		$40,933.20
		Length of Roadway	3.370 miles	
		Cost per mile	$12,146.35	

Federal Secondary Funds- $23,800.00
State Funds- 17,133.20

$40,933.20

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 329, laws 1939
State Funds for Maintenance: Chap. 329, laws 1939

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S 295-2

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Porcupine Butte-Chichester Gulch Section, Project No. S-295 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

RECEIVED
JAN 15 1946
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S295-2

December 28, 1945

Mr. Vernie Jarl
438 S. Roberts Avenue
Gresham, Oregon

Dear Sir:

We are sending you today, by express, fully executed copies of the following contracts which were awarded to you on December 13 and 14, 1945 by the State Highway Commission.

Contract No. 2762 covering the Porcupine Butte-Chichester Gulch Section on the Shaniko-Fossil Secondary Highway in Wheeler County.

Contract No. 2765 covering the Mitchell-John Day River Section on the Ochoco Highway in Wheeler and Grant Counties.

These copies are for your records and files.

We are also sending executed copies to the surety on your bonds.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Sent by express 12-28-45
gr.

RECEIVED
DEC 20 1945
FOR FILING

S 295-2

December 19, 1945

Mr. Vernie Jarl
438 S. Roberts Avenue
Gresham, Oregon

Dear Sir:

We are sending you today by express four copies each of the following contracts which were awarded to you by the State Highway Commission on December 13, 1945, and December 14, 1945, respectively.

Contract No. 2762, covering Grading and Topping on the Porcupine Butte-Chicimeter Gulch Section on the Shaniko-Fossil Secondary Highway in Wheeler County.

Contract No. 2765, covering the Mitchell-John Day River Section on the Ochoco Highway in Wheeler and Grant Counties.

Kindly execute all four copies of each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done, fully executed copies will be returned to you for your records and files. We will also send executed copies to the surety on your bonds.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under these contracts in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Contracts and bond approved, 12-19-45. GR
Recorded

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DEC 17 1945
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S 295-2

December 15, 1945

Mr. Vernie Jarl
436 S. Roberts
Grahams, Oregon

#2762

Dear Mr. Jarl:

The State Highway Commission on December 13, 1945, awarded you the contract for grading and topping on the Porcupine Butte-Chichester Gulch Section of the Shaniko-Fossil Secondary Highway in Wheeler County. This award was based on your low bid of $37,212, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG
cc - Mr. S. H. Probert
Mr. C. S. Paxson

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NOV 27 1945
FOR FILING

S-295(2)

November 15, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir: -

We are sending, under separate cover, six bid proposals and six sets of blue line plans for the Porcupine Butte-Chichester Gulch Section, Project No. S-295 (2).

Copies of estimate to accompany plans and specifications for this project were sent to you previously with our letter of September 11, 1945.

The typical cross-section on the plan sheet number 2 has been corrected in accordance with the suggestion contained in your letter of September 20, 1945.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

S 295-2

MONTANA
OREGON
WASHINGTON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

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DEC 1 3 1945
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December 13, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon S-295(2), the Porcupine Butte - Chichester Gulch Section of the Shaniko - Fossil Secondary Highway, to Vernie Jarl, Gresham, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 1 3 1945
OREGON
STATE HIGHWAY COMMISSION

S 295-2

MONTANA
OREGON
WASHINGTON

RECEIVED
MAR 21 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

November 28, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-295(2), Porcupine Butte-Chichester Gulch Section of the Saniko-Fossil Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Recommendation of the P.S.& E. for approval is subject to the condition that the Special Provisions relating to alterations on Page 7 will not apply insofar as Federal funds are concerned.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 1 1945
OREG...
STATE HIGHWAY COMMISSION

November 15, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six blue line prints and six sets of blue line plans for the Porcupine Butte-Chichester Gulch Section, Project No. S-295 (2).

Copies of estimate to accompany plans and specifications for this project were sent to you previously with our letter of September 11, 1945.

The typical cross-section on the plan sheet number 2 has been corrected in accordance with the suggestion contained in your letter of September 20, 1945.

Very truly yours,

R. H. Baldock
State Highway Engineer

JHH:GH

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
DIVISION EIGHT

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

September 20, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The partial P.S.& E. submitted with your letter dated September 11, 1945, for Oregon Federal Aid Secondary Project S. 295(2), the Porcupine Butte-Chichester Gulch Section of the Shaniko-Fossil Highway, have been received and reviewed. The documents appear satisfactory except that the typical section should show the width between shoulders on the finished surface and the slope of the topping outside of the shoulders. Also the special provisions should include the required special provisions provided in General Administrative Memorandum No. 280.

Corrected

Upon approval of the program, release of funds, submission of revised papers and submission of an appropriate project statement, the project will be recommended for approval.

Submission of a test report on the topping material will be appreciated.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
SEP 21 1945
OREGON
STATE HIGHWAY COMMISSION

September 11, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Porcupine Butte-Chichester Gulch Section, Project No. S-295 (2).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

No project statement has been submitted to cover this project as it is not on the present Secondary Federal System. It is planned, however, to assign to the project No. 295, since an adjacent section was improved previously as SRS 295 and the overall length of project, when submitted, will include the previously improved section.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-595 (2)

PORCUPINE BUTTE-CHICHESTER GULCH SECTION

OF THE SHANIKO-FOSSIL HIGHWAY IN WHEELER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 11, 1945

All Required		Clearing and Grubbing		$ 1,900.00
330	cu. yds.	Structural Excavation, Unclassified	$ 2.00	660.00
330	cu. yds.	Trench Excavation, Unclassified	2.00	660.00
50,000	cu. yds.	General Excavation, Unclassified	.60	30,000.00
33,000	yd. stas.	Short Overhaul	.015	495.00
108	C-yd. stas.	Long Overhaul	.50	54.00
8,200	lin. ft.	Rounding Cutbanks	.12	984.00
3.37	miles	Finishing Roadbed and Slopes	400.00	1,348.00
390	lin. ft.	18" Corr. Metal Pipe, Protected Invert	2.75	1,622.50
100	lin. ft.	24" Corr. Metal Pipe, Protected Invert	3.75	375.00
170	lin. ft.	36" Corr. Metal Pipe, Protected Invert	7.00	1,190.00
70	lin. ft.	48" Corr. Metal Pipe, Protected Invert	11.00	770.00
170	sq. yds.	Hand-placed Rock Slopes	2.00	340.00
6,300	cu. yds.	Selected Roadbed Topping	.50	3,150.00
7,600	yd. mi.	Hauling Roadbed Topping	.15	1,140.00
			Subtotal	$44,829.50
			10% Engr. & Cont.	4,428.85
			Total	$48,717.35

Length of Roadway 3.370 miles
Cost per mile $ 14,456.18

Federal Secondary Funds	$30,210.00
State Funds	18,507.35
	$48,717.35

PORCUPINE BUTTE-CHICHESTER GULCH SECTION

PROJECT NO. S-295 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 11, 1945

PORCUPINE BUTTE-CHICHESTER GULCH SECTION SHANIKO-FOSSIL SECONDARY HIGHWAY
WHEELER COUNTY
PREFIX 155-1007 F.A.P.NO. S-295 (2)

Explanation of overruns and underruns of moere than 10%.

STRUCTUAL EXCAVATION- The underrun on this item was due partly to not being able to install one 36" culvert and moving some of the others to a lower elevation.

TRENCH EXCAVATION. The overrun here was due to the necessity of excavating some springs at station 174 inorder that they might be backfilled with coarse rock.

GENERAL EXCAVATION.The overrun on the general excavation was under 10% but was due mostly to the channel changes being taken out during high water and it was impossible to save the material to be used in the fills as was planned.

SHORT AND LONG OVERHAUL. The underrun on the haul was caused by the borrowing of material near the fills which eliminated much of the haul on the roadbed excavation.

ROUNDING CUTBANKS.this underrun was due to the flattening of many of the cut slopes for extra material making rounding unnessary.

24" CULVERT PIPE. One culvert was reduced from 36" to 24" causing the 24" pipe to overrun.

36" CULVERT PIPE.Part of this underrun was due to the change of sizes mentioned above and part to not installing one 36" culvert which came too near the end if the job to get over and still make a connection to the present road.

HAND PLACED ROCK SLOPES.The fill where the hand placed rock slope was planned contained enough coarse rock that the protection was not needed.

SELECTED ROADBED TOPPING & HAULING ROADBED TOPPING.The reduction here was necessary as there was no more material available.The material used is a uniform thickness over the entire job.

RECEIVED
SEP 19 1945
FOR FILING

S-295-2

September 11, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Porcupine Butte-Chichester Gulch Section, Project No. S-295 (2).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

No project statement has been submitted to cover this project as it is not on the present Secondary Federal System. It is planned, however, to assign to the project No. 295, since an adjacent section was improved previously as SRS 295 and the overall length of project, when submitted, will include the previously improved section.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

S-10 (3) Ruckles Creek-Middle Bridge Sec.
Baker-Homestead Highway 1945

#2763

RECEIVED
MAR 25 '47
FOR FILING

March 26, 1947

Brown & Dunn
Attorneys at Law
Baker State Bank Building
Baker, Oregon

Attention: Mr. Lott D. Brown

Dear Mr. Brown:

The Honorable Robert S. Farrell, Jr., Secretary of State, has forwarded to this office your letter of March 24, 1947, regarding the claim of Basche-Sage Hardware Company against Loree Building Service, subcontractor under E. C. Hall Company for the construction of the Buckles Creek-Middle Bridge Section of the Baker-Homestead Highway, in Baker County.

It is noted that the Basche-Sage Hardware Company has not received payment on this account, and you inquire how much time is usually taken in getting a matter of this kind disposed of.

E. C. Hall Company completed all of the work under the above-mentioned contract on June 27, 1946, and the work was formally accepted by the State Highway Commission on August 7, 1946. The records also disclose that final payment for all work involved in this job was made by the State Highway Commission on September 11, 1946, several months prior to the filing of the claim of your client. There are, therefore, no funds due the E. C. Hall Company at the present time in connection with this contract.

The statutes provide that a person having a claim for services rendered in connection with a public contract must file such claim with the Secretary of State, in the case of state highway contracts, prior to the expiration of a period of six months from the date of completion of the contract and formal acceptance of the work by the contracting office, in this case the State Highway Commission, in order to hold the bond furnished by the contractor in connection with a particular project responsible and liable following such six-month period.

The contract referred to above was accepted by the State Highway Commission on August 7, 1946, so in order to hold the bond responsible for the payment of the claim of Basche-Sage Hardware Company it would have been necessary for the Company to file its claim with the Secretary of State on or before February 7, 1947. This was not done, and there is a question whether or not the bonding company can now be held liable, it being my understanding that the bonding company is automatically relieved of responsibility unless claim has been filed within the time specified by law.

Failure to file the claim with the Secretary of State, however, does not relieve the contractor from his obligation, so the Basche-Sage Hardware Company still has recourse against the contractor through the courts if the claim is not satisified in any other manner.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mm

ROBERT S. FARRELL JR.
SECRETARY OF STATE
SALEM, OREGON

March 26, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We are enclosing for your attention, a letter received from Brown & Dunn, Baker, Oregon, relative to the notice of claim by Basche-Sage Hardware Company, filed in this office March 3, 1947, File No. 3088.

Very truly yours,

Robert S. Farrell Jr.
Secretary of State

F:FL

ENC.

8861

NOTE TO [illegible]
DATE 3/28

RECEIVED
MAR 27 1947
OREGON
STATE HIGHWAY COMMISSION

LOTT D. BROWN

AUSTIN DUNN

BROWN & DUNN
ATTORNEYS AT LAW
BAKER STATE BANK BUILDING
PHONE 666
BAKER, OREGON

March 24,1947.

Hon. Robert S.Farrell,
Secretary of State,
Salem,Oregon

Dear Mr.Farrell:

Re.Basche-Sage Hwd. Co. v. Loree Bldg.
Service-E.C.Hall Co. Your file 3088

The necessary proceedings were made and filed with your office, E.C.Hall Co.and the suretycompany writing bond, some three weeks ago.

Have had no payment on this account.

How much time is usually taken in getting a matter of this kind disposed of?

Thanking you for a prompt reply, we are,

Very truly yours,

BROWN & DUNN

By Lott D Brown

Referred to State Highway Commission

State Department

SECRETARY OF STATE
RECEIVED
MAR 26 1947
ROBERT S. FARRELL JR.

ANSWERED
H. B. GLASSYER

RECEIVED
MAR 17
FOR FILING
5-1.6(3)

March 15, 1947

Hansen & Rowland, Inc., Agent
Maryland Casualty Co.
406 Title & Trust Bldg.
Portland 4, Oregon

RE: Bond No.52691 - E.C.Hall Co., Contract No.2765.
Rickles Cr.-Middle Bridge Sec., Baker-Homestead Hwy.

Gentlemen:

Reference your letter of March 12, 1947.

We are pleased to advise you that the above contract was accepted by the Highway Commission on on August 7, 1946. The final warrant was mailed to E. C. Hall Co. on September 11, 1946, the total amount paid being $105,225.35.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

H. T. HANSEN, Pres.

I. D. ROWLAND, Secy.

HANSEN & ROWLAND INC.

GENERAL AGENTS

SURETY BONDS - GENERAL INSURANCE

TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND

March 12, 1947

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem,
Oregon

RE: BOND NO. 52691 - E. C. HALL CO. to STATE OF OREGON-
Contract No. 2763 - Ruckles Creek-Middle Bridge
Sect. of the Baker-Homestead Hiway, Baker County.

Gentlemen:

We understand that final payment has been made under this contract but we have not been advised, however, as to when the contract formally accepted as completed. We would appreciate your advising us of this date.

Thanking you in advance for this information, we are,

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

A Van R. Schermerhorn

A. Van R. Schermerhorn
Mgr., Surety Bond Dept.

AVRS:eb*

RECEIVED
MAR 14 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 6 1947
FOR FILING

S-10(3)

March 5, 1947

Hon. Robert S. Farrell, Jr.
Secretary of State

Capitol Building

Dear Mr. Farrell:

This acknowledges receipt of your letter of March 5, enclosing copies of a claim, in the amount of $176.25, which has been filed in your office by Baeche-Sage Hardware Company, a corporation, of Baker, Oregon, against the bond taken from E. C. Hall Company in connection with State Highway Contract No. 2765, for work on the Packles Creek-Middle Bridge Section of the Baker-Homestead Highway in Baker County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:gl

NOTED ON CARD
3-5-47 gs

RECEIVED
MAR 6 1947
FOR FILING

S-10(3)

March 5, 1947

Maryland Casualty Company
Hansen & Rowland, Inc., Agent
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim in the amount of $178.25, which has been filed in the office of the Secretary of State by the Basche-Sage Hardware Company against the bond taken from E. C. Hall Company, in connection with State Highway Contract No. 2795 for work on the Rockies Creek-Middle Bridge Section of the Baker-Homestead Highway, in Baker County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:gl
encl. 1

cc: E. C. Hall Co.

NOTED ON CARD
3-5-47 gl

ROBERT S. FARRELL JR.
SECRETARY OF STATE
SALEM, OREGON

March 3, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We received and filed as of this date, a notice of claim by Basche-Sage Hardware Company for material and supplies furnished in the sum of $176.23, against Loree Building Service, sub-contractors, under E.C.Hall Co., as principals and Maryland Casualty Company, surety for work on the Ruckles Creek Middle Bridge section of the Baker-Homestead highway.

The notice has been filed as claim No. 3088 and three copies are enclosed for your files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Robt S Farrell Jr
Secretary of State

F:FT

ENC.

REFERRED TO
BY SECRETARY

Eggleston

note on card that claim has been filed with Sec'y of State and 1 cy by Surety and 1 to Eggleston
Acknowledge receipt to Sec'y of State

RECEIVED
MAR 4 1947
OREGON
STATE HIGHWAY COMMISSION

COPY

To Hon. Robert S. Farrell,
Secretary of State,
Salem, Oregon.

Dear Mr. Farrell:

NOTICE IS HEREBY GIVEN: That the undersigned, Basche-Sage Hardware Company, a corporation, of Baker, Oregon, has a claim against Loree Building Service, of La Grande, Oregon, sub-contractor under E.C.Hall Co. R.No.6, Box 630, Portland, Oregon, in connection with the grading, surfacing and oiling of the Ruckles Creek-Middle Bridge section of the Baker-Homestead Highway. Said claim is in the sum of $176.23, and is against the bond taken from said E.C.Hall Company, through the Maryland Casualty Company. That said claim is on account of materials and supplies furnished said Loree Building Service, said-subcontractor, and used on and as a part of the above described highway construction.

Dated at Baker, Oregon, this 1st day of March 1947.

BASCHE SAGE HARDWARE CO.

By C.C.Basche
Pres.

Above sum bears interest at 6 per cent per annum from May 10, 1946.

OFFICE COPY

ENDORSED
File No. 3088
Filed March 3, 1947
Robert S. Farrell, Jr., Secretary of State

RECEIVED
FEB 26 1947
FOR FILING

S-10 (3)

2763

February 25, 1947

Brown & Dunn
Attorneys at Law
Baker State Bank Building
Baker, Oregon

Attention: Mr. Latt D. Brown

REFERRED TO
ASST. SECRETARY

Eggstaff
Wrote and
sent on card.

Dear Mr. Brown:

This acknowledges your letter of February 20 advising that your client, Basche-Sage Hardware Company, has a claim in the amount of $183.83 against Loree Building Service, subcontractor under E. C. Hall Co., in connection with the grading, surfacing, and oiling of the Ruckles Creek-Middle Bridge Section of the Baker-Homestead Highway. You inquire whether or not the State Highway Department will pay this claim under the conditions of the E. C. Hall Co. bond.

The State Highway Department cannot pay this claim direct. We do not doubt the legitimacy of the claim, but we have no definite evidence that it is a legitimate one and no facilities to check it. It would hardly be fair for this office to pay this claim direct, or any claim against any contractor, particularly in view of the fact that the contractor was required to furnish a corporate surety bond to protect the interests of people who have claims against state highway work.

The contract to which you refer is State Highway Contract No. 2763 for grading, surfacing, and oiling, and rock production on the Ruckles Creek-Middle Bridge Section of the Baker-Homestead Highway, in Baker County. E. C. Hall Co. is the principal contractor, whose headquarters address is Route 6, Box 630, Portland 1, Oregon. The bond furnished by this company to guarantee satisfactory completion of the project and to protect claims arising out of the job was written by the Maryland Casualty Company, for whom Hansen & Rowland, Inc. are agents with offices in Room 406, Title and Trust Building, Portland 4, Oregon.

NOTED
RALPH EGGSTAFF

The Highway Commission holds the bond furnished by the principal contractor responsible and liable for the claims of subcontractors, so I would suggest that you file your claim with E. C. Hall Co. and the Maryland Casualty Company. You should also file notice of your claim with the Secretary of State in conformity with legal requirements with which you are familiar.

According to the Highway Commission's records this job was completed on June 27, 1946, and was formally accepted by the State Highway Commission on August 7, 1946. The law requires a formal filing of the notice of claim with the Secretary of State in order to hold the bonding company liable for a longer period than six months from date of completion of the project and acceptance of the same by the contracting office, in this case the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:ec

NOTED ON CARD
2-25-47 gl

BROWN & DUNN
AUSTIN DUNN
ATTORNEY AT LAW
BAKER STATE BANK BUILDING
BAKER, OREGON
PHONE 666

February 20,1947.

Oregon State Highway Comm.
Salem,Oregon.

Dear Sirs:

Referring to yours of the 15th inst. re.Loree Bldg. Service of La Grande,Oregon. This concern owes our client, Basche-Sage Hardware Company, a corporation,of this city,the sum of $183.83,balance due account supplies furnished the Loree Bldg Service,as sub-contractor under E.C.Hall Company,covering grading,surfacing and oiling of Ruckles Creek-Middle Bridge Section of Baker-Homestead Highway.

Will your department pay this sum, under conditions of the E.C.Hall Company bond?

Awaiting your prompt reply,we are,

Very truly yours,

BROWN & DUNN

By Austin D Brown

RECEIVED
FEB 24 1947
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. R. HEAISTER

RECEIVED
FEB 20 1947
FOR FILING

S-10 (3)

February 19, 1947

Brown & Dunn
Attorneys at Law
Baker State Bank Bldg.
Baker, Oregon

Gentlemen:

Further reference is made to the matter of Lorse Building Service who have acted as subcontractor under E. C. Hall Company, Contract No. 2763 covering grading, surfacing and oiling on the Rockles Creek-Middle Bridge Section of the Baker-Homestead Highway.

The address of the E. C. Hall Company which we failed to give you in our original letter is Route 6, Box 630, Portland 1, Oregon.

With respect to any claim for materials or service which you may have against this subcontractor, it will be necessary for you to contact the E. C. Hall Company for settlement.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

EE:dr

BROWN & DUNN.

AUSTIN DUNN
ATTORNEY AT LAW
BAKER STATE BANK BUILDING
BAKER, OREGON
PHONE 666

February 17,1947.

Oregon State Highway Comm
Salem,Oregon

Dear Sirs:

Re. Basche-Sage v.Loree Bldg Serv.

Thank you for yours of the 15th,inst.above matter.

However,you neglected to give me the address of the contractor, E.C.Hall Company.

Is it necessary for us to take this matter up with the original contractor,or will your department contact the contractor,and advise it of this development?

Awaiting your prompt reply, we are.

Very truly yours,

BROWN & DUNN
By

REFERRED TO
BY SECRETARY

RECEIVED
FEB 18 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 17 1947
FOR FILING
S-10(3)

February 15, 1947

C O

Brown and Dunn
Baker State Bank Building
Baker, Oregon

Gentlemen:

Before replying to your letter of the 7th in which you requested information regarding Loree Building Service of La Grande, we have found it necessary to get information from our field offices, as we have no record of this party as a sub-contractor on any of our work. We have, however, learned that they did some work in connection with our Contract No. 2763, held by E. C. Hall Company and covering grading, surfacing, and oiling of Ruckles Creek-Middle Bridge Section of the Baker-Homestead Highway.

The total amount of the contract as awarded to E. C. Hall Company was $109,120, and when the contract was awarded this company was bonded for the full amount as is required by statute.

We trust this gives you the information you desire, but if it does not and we can be of further service, please advise.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

RE:md

Mailed request to
Lauson 2/10
2/14 - asked for reply

N
NG

7,1947.

We are attorneys for Basche-Sage Hardware Co. of this City. One Loree Bldg Service of La Grande, Oregon, is indebted to our client in the sum of $183.83. This is for materials and supplies furnished this concern on high-way work up here. Loree Bldg Service was a sub-contractor. Our client does not have the name of the original contractor, but you, no doubt, will be able to secure this information easily.

What we desire to know is whether or not the original contractor was bonded as provided by statute.

Will you kindly give us the name of the contractor and whether or not he was bonded. If you can assist us in getting this amount paid without having to bring court action, it will be appreciated.

Thanking you, we are,

Very truly yours,

BROWN & DUNN

By L. H. O'Brown

REFERRED TO
BY SECRETARY

Egbert
will you please send us
the name of the contractor
& bond mentioning us.

RECEIVED
FEB 8 1947
OREGON
STATE HIGHWAY COMMISSION

BROWN & DUNN

AUSTIN DUNN
ATTORNEY AT LAW
BAKER STATE BANK BUILDING
BAKER, OREGON
PHONE 666

February 7,1947.

State Highway Commission
Salem,Oregon

Gentlemen:

We are attorneys for Basche-Sage Hardware Co. of this City. One Loree Bldg Service of La Grande,Oregon, is indebted to our client in the sum of $183.83. This is for materials and supplies furnished this concern on high-way work up here. Loree Bldg Service was a sub-contractor. Our client does not have the name of the original contractor,but you,no doubt, will be able to secure this information easily.

What we desire to know is whether or not the original contractor was bonded as provided by statute.

Will you kindly give us the name of the contractor and whether or not he was bonded. If you can assist us in getting this amount paid without having to bring court action,it will be appreciated.

Thanking you, we are,

Very truly yours,

BROWN & DUNN

By L. A. O. Brown

REFERRED TO
BY SECRETARY

Yes if you can find out the name of the contractor & publication.

RECEIVED
FEB 8 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 18 1947
FOR FILING

Origination
KOHS
Date
2/18/47
Time Filed

OREGON STATE HIGHWAY COMMISSION

RADIOGRAM

Destination
KOHS
Time Sent
4:22 PM
Operator

RECEIVED
FEB 17 1947
OREGON
STATE HIGHWAY COMMISSION

Mr. Eggstaff

Loree did some concrete work on Contract #2763 completed June 19 '46.
Swan's been able to get in touch with Loree to determine if he might be
making arrangements for further work on projects now under way.

Cannon

Ralph
If more info. needed - advise.

NOTED
RALPH EGGSTAFF

S 10-3

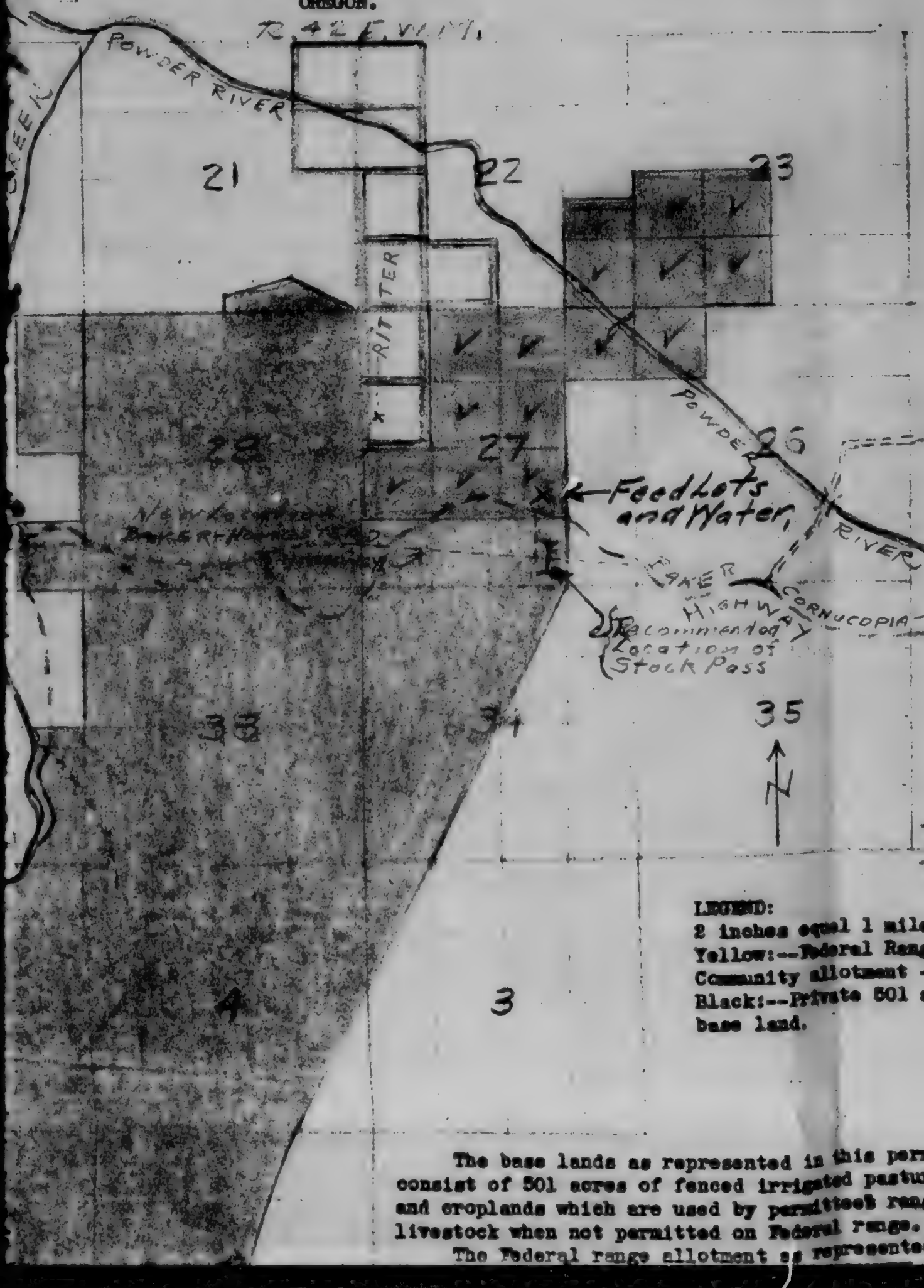
DIAGRAM OF FEDERAL RANGE AREA COVERED BY PERMIT NO.____ OR LICENSE NO._____ AND MADE A PART THEREOF, ISSUED TO T. G. MONTGOMERY
Name
Baker, Oregon.
Address
DISTRICT 6 (Baker) UNIT Lower Powder River.

Range 42 E. W. M.
OREGON.

The base lands as represented
consist of 501 acres of fenced irr
and croplands which are used by p

DIAGRAM OF FEDERAL RANGE AREA COVERED BY PERMIT NO.____ OR LICENSE NO._____ AND MADE A PART THEREOF, ISSUED TO T. G. MONTGOMERY
Name
Baker, Oregon.
Address
DISTRICT 6 (Baker) UNIT Lower Powder River.

Range 42 E. W. M.
OREGON.



LEGEND:
2 inches equal 1 mile.
Yellow:--Federal Range Community allotment - 4210 a
Black:--Private 501 ac base land.

The base lands as represented in this permit consist of 501 acres of fenced irrigated pasture and croplands which are used by permitteed range livestock when not permitted on Federal range.

The Federal range allotment as represented in

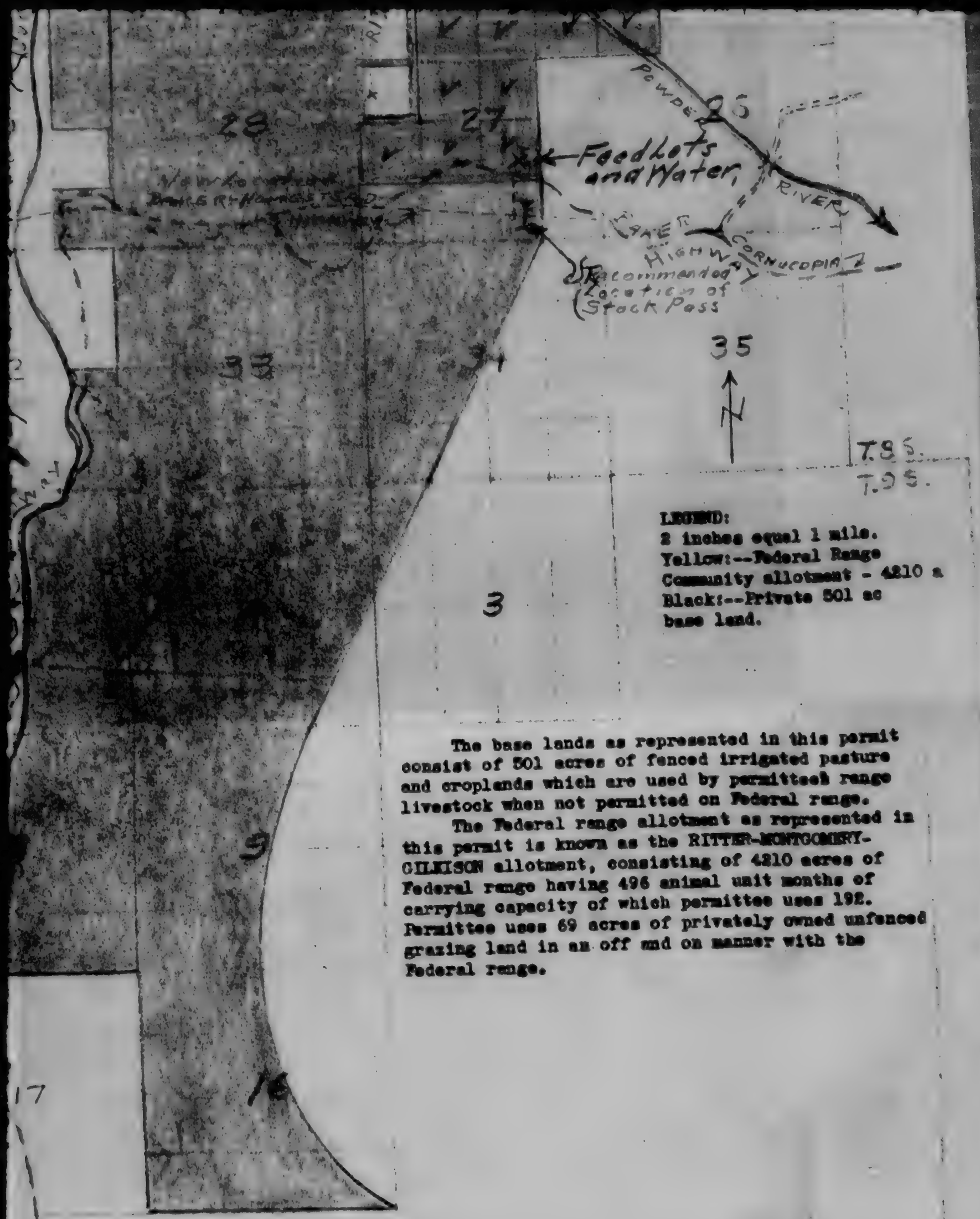
hway (46)
ross venue

00.00
00.20
11.48
67.38
04.75
37.20
260.00
996.00
326.50
570.00
560.00
009.80
568.30
185.00
,062.19
,108.80
,288.00
504.00
,541.60
,342.80
2,312.76
1,552.64
1,265.88

LEGEND:
2 inches equal 1
Yellow:--Federal
Community allotm
Black:--Private
base land.

The base lands as represented in this consist of 501 acres of fenced irrigated p and croplands which are used by permittee livestock when not permitted on Federal r

The Federal range allotment as repres this permit is known as the RITTER-MONTGO GILKISON allotment, consisting of 4210 ac Federal range having 496 animal unit month carrying capacity of which permittee uses Permittee uses 69 acres of privately owne grazing land in an off and on manner with Federal range.



LEGEND:
2 inches equal 1 mile.
Yellow:--Federal Range Community allotment - 4210 a
Black:--Private 501 ac base land.

The base lands as represented in this permit consist of 501 acres of fenced irrigated pasture and croplands which are used by permittees range livestock when not permitted on Federal range.

The Federal range allotment as represented in this permit is known as the RITTER-MONTGOMERY-GILKISON allotment, consisting of 4210 acres of Federal range having 496 animal unit months of carrying capacity of which permittee uses 192. Permittee uses 69 acres of privately owned unfenced grazing land in an off and on manner with the Federal range.

R. H. Baldock

RECEIVED
OCT 5 1946
FOR FILING

FINAL COST ANALYSIS — Baker-Homestead Highway
Grade, Surface & Oil — Prefix 1-1009-201 (46)
Ruckles Creek-Middle Bridge
Contract #2763
E. C. Hall Co., Contractor
E. G. Bickmore, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing and Grubbing	All				$945.00	$2,500.00
Trench Excavation	400.1	Cu. Yd.	$1.22	$2.00	486.54	800.20
General Excavation	103,645.9	" "	0.22	0.25	22,848.16	25,911.48
Overhaul	173,369	Yd. Sta.	0.017	0.02	2,964.67	3,467.38
Truck Haul	20,419	Yd. Mile	0.225	0.25	4,390.09	5,104.75
Rounding Cutbanks	8,248	Lin. Ft.	0.09	0.15	767.06	1,237.20
Finishing R/B and Slopes	2.52	Mile	296.65	500.00	747.56	1,260.00
18" Concrete Pipe	249	Lin. Ft.	3.12	4.00	776.88	996.00
24" " "	423	" "	4.61	5.50	1,950.03	2,326.50
36" " "	60	" "	8.72	9.50	523.20	570.00
48" " "	104	" "	13.27	15.00	1,380.08	1,560.00
Class "A" Concrete	40.196	Cu. Yd.	50.00	50.00	2,009.80	2,009.80
Metal Reinforcement	5,683	Lb.	0.10	0.10	568.30	568.30
Selected Roadbed Topping	7,185	Cu. Yd.	0.87	1.00	6,250.95	7,185.00
4"-2" Rock in Base	7,433	" "	2.47	2.43	18,359.51	18,062.19
3/4"-0" Rock in Base & Shldrs.	4,160	" "	2.47	2.43	10,275.20	10,108.80
Sprinkling	644	M-Gal.	1.69	2.00	883.60	1,288.00
Preparation of Base	2.52	Mile	200.00	200.00	504.00	504.00
3/4"-0" in Binder Course	328	Cu. Yd.	4.48	4.70	1,469.44	1,541.60
Furn. & Place Aggregates	924	" "	4.48	4.70	4,139.52	4,342.80
" " " 151-200 Asphalt	57.819	Ton	40.00	40.00	2,312.76	2,312.76
" " " RC-3 Asphalt in Binder	38.816	"	40.00	40.00	1,552.64	1,552.64
Furn. & Place RC-3 Asphalt in Seal	31.647	"	40.00	40.00	1,265.88	1,265.88

State Highway Engineer
NOTICE

Ruckles Creek-Middle Bridge - Final Cost Analysis.

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	1,136.3	Cu. Yd.	$2.49	$2.45	$2,829.39	$2,783.94
½"-¼" Cr. Rock in S.P.	854.3	" "	2.49	2.45	2,127.21	2,093.04
¼"-0" " " " "	676.8	" "	2.49	2.45	1,685.23	1,658.16
Clearing & Grubbing S.P. Sites	All				11.47	500.00
Leveling S.P. Sites	All				32.65	500.00
S.P. Scr een Rejects in S.P.	237.1	Cu. Yd.	0.25	0.25	59.28	59.28
S.P. Screen Rejects on Road	860	" "	0.38	0.25	215.00	215.00
S.P. Hauling Rejects	1,572	Yd. Mi.	0.11	0.12	172.92	188.64
S.P. Haul Adjustment, Favor of State	- 193.9	" "		0.10		- 19.39
PA #1, Purchase Surplus RC-3 Asphalt	7.116	Ton	24.044	24.044	171.10	171.10
PA #2, Purchase Surplus 3/4"-0" Rock in S.P.	400.2	Cu. Yd.	2.47	1.50	988.49	600.30
					$95,663.61	$105,225.35

Gross Revenue	$105,225.35
Total Cost	95.663.61
Net Profit	$9,561.74

Net Profit Equals 9.1% of Gross Revenue

Ruckles Creek-Middle Bridge

Detail of Cost

Labor:		
Supervision	$9,149.89	
Labor	26,520.64	
State Industrial Accident Insurance	1,070.13	
Unemployment Insurance	356.71	
Social Security	1,070.13	
		$38,167.50
Materials:		
Concrete Pipe	$2,886.45	
Reinf. Steel, 5,683 lbs. at $0.043	244.12	
		3,130.57
Equipment Rental and Miscellaneous:		
Equipment Rental	$27,339.81	
Gas, Oil & Grease	8,210.89	
Freight & Cartage	4,355.00	
Explosives	1,173.45	
Lumber	269.05	
P.U.C. Fees	15.73	
Small Tools & Miscellaneous	568.02	
P.L. & P.D. Insurance	512.10	
Home Office & General Overhead	1,068.02	
Bond	789.19	
		44,301.26
Sub-contract for Box Culvert	$1,925.00	
Sub-Contract for Placing Mineral Aggregates, Furnishing and Placing 151-200 and RC-3 Asphalt	8,139.28	
		10,064.28
T o t a l		$95,663.61

Remarks:

This was a "Federal Aid Secondary Project", calling for the re-grading, topping, rocking and oiling of 2.52 miles of roadbed and the furnishing of 2,500 cubic yards of crushed rock in stockpiles.

The project was bid and awarded December 14th, 1945; work was started March 5th, 1946, and completed June 29th, 1946.

Equipment used by the contractor consisted of two D-8 tractors and dozers, two D-8 tractors and 18 cubic yard carryalls, two tournapull units, a small grader, a #12 grader, roller, waterwagon and small tools for the grading and street work. Crushing and quarry equipment consisted of the contractor's large portable crushing plant, a 315 diesel compressor, one 3/4 cubic yard shovel, one new 1½ cubic yard shovel and trucks as required. The trucks used were mostly owned by the contractor, with a small number rented for the long haul.

The construction of the box culvert and the placing of the mineral aggregate and furnishing and placing of the asphalt was sub-contracted. The sub-contractor placing the box culvert lost slightly on his sub-contract, while the sub-contractor on oiling showed a fair profit.

Grading operations showed excellent progress, while crushing was fairly good, and under ordinary circumstances the project would have shown an excellent profit, but lost time due to the contractor's inability to obtain necessary replacement parts, high cost of parts and tires, and extremely costly and inefficient labor were all factors which increased the cost of the work performed and allowed the contractor only a fair profit.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
SEP 26 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

S-10-3

August 22, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Project S-10(3), the Buckles Creek - Middle Bridge Section of the Baker - Homestead Highway, was made by a representative of this office on July 16, 1946.

Prompt submission of the final voucher will be appreciated.

Very truly yours,
T. M. DAVIS
District Engineer

By H. A. Stoddart
H. A. Stoddart
Sr. Highway Engineer

RECEIVED
AUG 23 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 31 1946
FOR FILING

S-10(3)

August 21, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your inquiry of this date regarding Materials Report, Form PR-47, on the Ruckles Creek-Middle Bridge Section in Baker County, Contract No. 2763, Federal Aid Project No. S-10 (3).

Our records show that four copies of this report were mailed to you on July 26. If you are unable to locate these copies, please let us know and additional copies will be sent to you.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Frebert
Office Engineer

Dict. by D. B. Parker/GS

RECEIVED
AUG 14 1946
FOR FILING

S-10(3)

SALEM, OREGON
August 12, 1946

Mr. Paul Van Scoy
Division Engineer
La Grande, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of August 1, 1946, concerning the project identification for the markers to be placed at the end of the Buckles Creek-Middle Bridge Section, Federal Aid Secondary Project No. S - 10 (3).

Please be advised that the use of the project number "S - 10 (3)" will be sufficient.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

JWH:GED

CC W. O. Riddows

FORM E-30 25M 9-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 1, 1946

SUBJECT:

To: Mr. S. H. Probert
Office Engineer
Salem, Oregon

Dear Sir:

Sign Foreman Stumpenhaus will mark the limits of the Federal Aid projects in this Division as soon as they are finished.

The Ruckles Creek-Middle Bridge Section, Contract #2763 is completed but we are at a loss to know what to put on the markers. The Federal Aid prefix that we have is merely S-10(3). Is this a sufficient identification or should there also be an F.A.S. or something else on the marker?

Very truly yours,

PAUL VAN SCOY
Division Engineer

by C. D. Cannon
Office Engineer

CDC/fh
cc

cc Mr. W. O. Widdows

RECEIVED
AUG 9 1946
FOR FILING

August 9, 1946

Maryland Casualty Company
Hansen & Rowland, Inc.
406 Title & Trust Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2763 for work on the Buckles Cr.-Middle Bridge Section of the Baker-Homestead Highway, in Baker County, has been completed by the contractor, E. C. Hall Company, Route 6, Box 650, Portland, Oregon, and that final payment in the amount of $3,707.91 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $105,225.35 and that no force account work was performed therein. This contract was completed on June 27, 1946 and has not yet been accepted by the Commission.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

R. B. Glaisyer

Secretary

dm

NOTED ON CARD
8-9-46, gl

RECEIVED
AUG 9 1946
FOR FILING

RECEIVED
JUL 2 1946
FOR FILING

S 10-3

July 24, 1946

Maryland Casualty Company,
Hansen & Rowland, Inc., Agents
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to E.C. Hall Company, on contract No.2763, covering grading, surfacing, oiling and rock production on the Ruckles Creek-Middle Bridge Section of the Baker-Homestead Highway, in Baker County. This payment, in the amount of $20,788.37, will be made on or after August 3, 1946. The retained percentage is $3139.71.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

K. B. Glaisyer
Secretary

gl

NOTED ON CARD
7-24-46 JE

Form E-1—5M—12-45

S 10-3

17

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 29 1946, 19

Section Ruckles Creek-Middle Bridge

Kind of work Grade, Surf. & Bit. Mac.

Highway Baker-Homestead

Section prefix 1-1009

Contractor E. C. Hall Company

Contract number 2763

Date of contract December 14 1946, 19

Date of completion September 20 1946, 19

Date work started March 6 1946, 19

Estimated date of completion June 27, 1946, 19

Amount of contract $109,120.00

Per cent of time elapsed 67.9 %

Estimated cost of completed project, exclusive of engineering $105,000.00

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date, $5,000.00, ... %

Date project was completed June 27, 1946, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final seal and the balance of the shoulder rock was placed on the project the first of the week, thus, ~~completeing the work under the contract.~~

~~The engineering crew is continueing with the~~ computations in connection with the final estimate which is now nearing completion.

NOTED
E. G. SMITH

NOTED
RAY WEBBER

NOTED
H. W. LIBBY

RECEIVED
JUL 1 1946
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. A. PEASE

Signed E G Biedeman

Address Baker, Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1....., Power graders .....1....., Rollers .....1....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	Fair		
Wednesday	"		
Thursday	Rain		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
JUN 17 1946
FOR FILING

Delegation
May 15 and 16, 1946

S 10-3

May 24, 1946

Delivered Hand-to-hand-ically

Montgomery

Mr. T. G. Montgomery
c/o Baker Production Credit Assoc.
Sommer Building
Baker, Oregon

Cross Referenced to
Main
Pacific Lafayette
Cattle Passes

Dear Mr. Montgomery:

Responding to your request, and in conformity with instructions given me by the State Highway Commission at its meeting on May 16, when you appeared before the Commission regarding the construction of a cattle pass across the Baker-Homestead Highway, this letter is written to inform you of the action taken by the Commission on the matter.

You will recall that the matter was discussed at considerable length and, considering the facts presented, the Commission could not justify a change in its established policy nor the expense of constructing the cattle pass, which was estimated by the Engineer to cost approximately $3,000, when for an expenditure of a nominal sum a well could be drilled to supply the same quantity of water.

In the event that you decide to construct a cattle pass at your own expense, a permit will be granted authorizing you to do so on the condition that the cattle pass is constructed in conformity with a design approved by the State Highway Engineer.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEO:ec

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

AGENDA
MAY 15 1946

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

To T C MONTGOMERY

SALEM ORE MAY 10 1946

Care of or Apt. No. BAKER PRODUCTION CREDIT ASSOCIATION

Street and No. BAKER ORE

AGENDA
MAY 15 1946

Place

SUGGEST YOU SEE COMMISSION ON THURSDAY MAY 16 RE CATTLE PASS

R H BALDOCK

ROUTED BY
DATE 5-14

cc V. C. Blaisyer

Please get all the correspondence.
R. H. B.

Sender's name and address
(For reference only)

Sender's telephone number

BAKER PRODUCTION CREDIT ASSOCIATION
OFFICES SECOND FLOOR SOMMER BUILDING
TELEPHONE 205
BAKER, OREGON

May 7, 1946

OFFICERS:
F. A. PHILLIPS, PRESIDENT
J. D. BILLINGSLEY, VICE-PRESIDENT
T. G. MONTGOMERY, SEC'Y-TREAS.
EARL HEIZER, ASST SEC'Y-TREAS.

DIRECTORS:
F. A. PHILLIPS, BEATING, OREGON
J. D. BILLINGSLEY, ONTARIO, OREGON
F. C. VAUGHAN, BAKER, OREGON
S. E. MILLER, UNION, OREGON
JOHN L. CARTER, LONG CREEK, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

Since the next meeting of the Highway Commission is to be held on the 15th, and you have not visited this section so that we could go over the ground and determine what might be practical and proper with reference to installation of a stock pass opposite my ranch where the new road construction is going on at this time, it occurs to me that you may not be able to carry out the program we had discussed.

Since I will be in Portland over the weekend I will have a map prepared to show the situation we are confronted with and will personally present the matter to the commission if I can do so on the 15th and such action meets with your approval. I will be glad to hear from you during the week and will call you by telephone from Portland if you have not written me on the subject or do not visit this section in the meantime.

Yours very truly,

T. G. Montgomery

TGM/k

RECEIVED
MAY 3 1946
OREGON
STATE HIGHWAY COMMISSION

D

BAKER PRODUCTION CREDIT ASSOCIATION
OFFICES SECOND FLOOR SOMMER BUILDING
TELEPHONE 205
BAKER, OREGON

April 26, 1946

OFFICERS:
F. A. PHILLIPS
J. D. BILLINGSLEY, VICE PRESIDENT
T. G. MONTGOMERY, SEC'Y-TREAS.
EARL HEIZER, ASST. SEC'Y-TREAS.

DIRECTORS:
F. A. PHILLIPS, KEATING, OREGON
J. D. BILLINGSLEY, ONTARIO, OREGON
F. C. VAUGHAN
S. E. MILLER
JOHN L. CARTER, LONG CREEK, OREGON

R. H. Baldock, State Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

This will acknowledge your letter of the 22nd, which is in reality a confirmation of a telephone interview we had recently, at which time you advised that the Commission had turned down similar requests for stock passes at their last meeting and you did not present my application for that reason.

In our telephone conversation you stated that you would come to Baker, though you did not know on what date, and you and I would go over the ground and endeavor to determine what should be done about a stock pass or about some arrangement that would enable us to pass back and forth over the highway for water. Personally I do not think it practical to cross them back and forth over the highway. A well with a pump installed and suitable watering troughs would solve the problem, but we appreciate that the highway commission is not likely to dig wells and install windmills and pumps, and the operator cannot afford the outlay of money necessary to do so. I think the highway commission should install this stock pass and should not ask me to bear any part of the cost.

Your letter states that the Commission will meet again on May 15th, and if you could visit Baker in the meantime you could have a complete understanding of the situation we are placed in by being fenced off from the water.

I trust that we may reach some understanding prior to May 15th so that the matter can be acted upon at that time.

Yours very truly,

T. G. Montgomery

RECEIVED
APR 29 1946
STATE HIGHWAY COMMISSION

RECEIVED
APR 24 1946
FOR FILING

S 10-3

April 22, 1946

Mr. T. G. Montgomery
Baker Production Credit Association
Sommer Building
Baker, Oregon

Cross Referenced To
Maint
Traffic Safety
Cattle Pass

Dear Sir:

In reply to your communication of April 5, advise that when I talked with you over the phone I understood that you were coming in to the last meeting of the Highway Commission to discuss your stock pass.

The Highway Commission turned down two other similar requests, and I do not believe they will approve the one that you have submitted, but I will discuss it with the Commission on May 15.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI
cc Mr. H. B. Glaisyer

BAKER PRODUCTION CREDIT ASSOCIATION
OFFICES SECOND FLOOR SOMMER BUILDING
TELEPHONE 205
BAKER, OREGON

April 5, 1946

OFFICERS:
F. A. PHILLIPS PRESIDENT
J. D. BILLINGSLEY VICE-PRESIDENT
T. G. MONTGOMERY SEC'Y-TREAS.
EARL HEIZER ASST. SEC'Y-TREAS.

DIRECTORS:
F. A. PHILLIPS
J. D. BILLINGSLEY
F. C. VAUGHAN BAKER, OREGON
S. E. MILLER
JOHN L. CARTER LONG CREEK, OREGON

R. H. Baldock,
State Highway Engineer
Salem, Oregon

Dear Sir:

Recalling that the Highway Commission was to meet yesterday and today, at which time we hope they have disposed of the matter of installing a stock pass under the highway opposite my ranch in the Keating section, I will appreciate a report on the matter as to whether the pass will be installed.

Thanking you very kindly for the same, I remain

Yours very truly,

T. G. Montgomery

RECEIVED
APR 8 1946
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 30M 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
March 27, 1946

SUBJECT: Cattle Pass
Ruckles Cr.-Middle Br. Sec.
Baker-Homestead Hwy.

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Sir:

I have your letter of March 14th in regard to a request by Mr. T. G. Montgomery for a cattle pass near Station 800 on the Ruckles Creek-Middle Bridge Section of the Baker-Homestead Highway.

The situation at present does not require a cattle pass since the range, as you mention, is open on both the north and south sides of the highway. The request is based on future plans of the U.S. Grazing people. Please refer to the enclosed sketch, and I will explain.

In 1941 we entered into an agreement with the U.S. Grazing Service to build right of way fences through the section between Flagstaff Hill and Ruckles Creek. This fence was built on the north side of the highway as shown on the sketch between A and B.

Now the U.S. Grazing Service intends building on the south side of the highway between C and D, constructing a cattle guard across the county road leading up Ruckles Creek.

Montgomery's home ranch lies north of the highway and most of his range lies south. The proposed fence would cut his stock from water at the home ranch. However, the fence up Ruckles Creek, shown from C to F, is about a mile long and south of this is open range, so Montgomery's cattle

have access to Ruckles Creek water which, I understand, is available all year. This water is somewhat out of the way for his stock, and Montgomery at present uses the home ranch water.

I proposed to Montgomery that the proposed fence between C and D be constructed on the north side of the highway instead of on the south. Then, a portion of the range between E, G and D could be left open for his stock water. His objection to this was the fact that the cattle could range down the highway. Since the highway between A and B was all open to his stock, I did not see that the objection was wholly correct. It is a fact, however, that stock will tend to hang around the source of water while they would not tend to bother between A and B where there is no water.

The situation, as I understand it, is as follows. Construction of the new highway has nothing to do with the demand for a pass. The demand is based on the possible future construction of a fence. Until that fence is constructed, I see no use for a cattle pass.

To make full use of such a cattle pass after the fence between C and D was constructed, it would be necessary to fence in the area between E, G, D and E. If this fencing was not done, then my scheme of fencing on the north side of the highway between C and D would, no doubt, serve the purpose.

I suggest that we wait until all of this fencing is completed and then talk pass with Mr. Montgomery. The new fill is now constructed at Station 800, so the additional cost of present construction over future construction would consist of replacing the surface.

Very truly yours,

Paul Van Scoy

PAUL VAN SCOY
Division Engineer

PVS/fh
cc
encl.
cc E. G. Bickmore

FORM E-90 2M 7-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 25, 1946

SUBJECT: R 8213

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

Reference is made to your letter of March 14 addressed to Mr. H. G. Smith relative to request by T. G. Montgomery for the construction of a cattle pass on property acquired from him for the revision of the Baker-Homestead Highway.

The right of way was acquired in 1940, and Mr. C. L. Gardiner, the right of way agent who carried on the negotiations, states that he does not recall that in the negotiations there was any discussion of a cattle pass at all, and the file does not show any agreement to construct a cattle pass.

In your letter to Mr. Smith you mentioned that a carbon copy thereof was being sent to this office for the making of a report to the Commission. It would appear that the matter is one purely for engineering decision as to whether or not the situation justifies the expenditure necessary for a cattle pass from a traffic safety standpoint, not based upon any prior commitments made in the right of way negotiations.

Yours very truly,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:AW
cc Mr. H. G. Smith

BAKER PRODUCTION CREDIT ASSOCIATION

OFFICES SECOND FLOOR SOMMER BUILDING
TELEPHONE 205
BAKER, OREGON

March 22, 1946

RECEIVED
MAR 25 1946
OREGON
STATE HIGHWAY COMMISSION

OFFICERS
F. A. PHILLIPS, PRESIDENT
J. D. BILLINGSLEY, VICE PRESIDENT
T. G. MONTGOMERY, SEC'Y-TREAS.
EARL HEIZER, ASST. SEC'Y-TREAS.

DIRECTORS
F. A. PHILLIPS, KEATING, OREGON
J. D. BILLINGSLEY, ONTARIO, OREGON
F. C. VAUGHAN, BAKER, OREGON
S. E. MILLER, UNION, OREGON
JOHN L. CARTER, LONG CREEK, OREGON

State Highway Commission
Salem, Oregon

Gentlemen:

The writer owns and operates a ranch in the Keating section, containing 610 acres, and holds a ten-year grazing permit covering 4740 acres known as the Ritter-Montgomery-Gilkison allotment adjoining the ranch.

The section of highway under construction at this time, when fenced, will cut my cattle off from the water at the ranch, being the only water available to serve the larger portion of the grazing land. I now have 203 cattle, but usually run 350 and intend to build up to 500 head as my winter feed production is increased.

We ask that a stock pass be provided as it will not be practicable to cross the cattle back and forth over the highway.

Myself and Mr. F. A. Phillips went over the ground with Mr. E. G. Bickmore yesterday and agreed upon a most practical location for the pass, and were assured by Mr. Bickman that his report would be in your office before the 4th or 5th.

Thanking you for consideration of this application at your meeting to be held on April 4th or 5th next, and hoping for favorable action in view of my having donated right-of-way for the road, I remain

Yours very truly,

T. G. Montgomery

addressed to the Oregon State Highway Commission, so that I may officially present it to them.

FILED
FOR FILING
5 10-3

Salem, Oregon
March 14, 1946

Given Referenced To
Maint.
Traffic Safety
Cattle Passes

Mr. H. O. Smith
Construction Engineer
O f f i c e

Dear Sir:

Mr. T. G. Montgomery, Baker, called up with reference to the grading for the revision of the Baker-Homestead Highway now proceeding along Buckles Creek through lands owned by Mr. Montgomery.

Mr. Montgomery states that his wife has been in the hospital and suffered a brain operation, and he has not been able to get out there to see the conditions, but Fred Phillips of Baker has looked into it for him and advises that there should be a cattle pass under the highway at a certain location. I asked Mr. Montgomery if the property had been acquired from him for the building of the road and why this had not been taken up in the right of way settlement, and he stated that the Department sent him a deed and he signed it without looking into it as carefully as he should, due to the sickness in his family.

I explained to Mr. Montgomery that, under the circumstances, I had no authority to order the installation of a pass without the authority of the Highway Commission and that the next meeting of the Commission would be on April 5. He was fearful that by that time the grade would be built at the point where the cattle pass should be installed.

Will you please have Paul Van Scoy, Division Engineer, contact Mr. Phillips, visit the premises, secure from Mr. Van Scoy his recommendation as to whether under the circumstances a stock pass should be installed, the approximate cost of it and, if possible, have the contractor leave off the filling at the site until the Commission has passed on Mr. Montgomery's request.

I am sending a copy of this to Mr. Devers, as he is conducting the right of way negotiations, for his information in making a report to the Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI
cc Mr. T. G. Montgomery
Mr. J. M. Devers
Mr. Montgomery: I would appreciate your making a request in writing, addressed to the Oregon State Highway Commission, so that I may officially present it to them.

MONTANA
OREGON
WASHINGTON S 10-3
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MAY 25 1946
FOR FILING

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

May 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon S-10(3), Ruckles Creek-Middle Bridge Section of the Baker-Homestead Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By E. J. Caufield
E. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAY 27 1946
OREGON
STATE HIGHWAY COMMISSION

Jon.

Form P. R. 2 WA8pr 7038

State [redacted]

Project No. [redacted]

Federal Aid Secondary

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between [redacted], constituting

for the purpose hereof, the Highway Department of the State of [redacted] hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [redacted] day of [redacted], 19[redacted], a project statement, which was approved on the [redacted] day of [redacted], 19[redacted], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section [redacted] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [redacted] day of [redacted] 19[redacted]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of [redacted] dollars ($[redacted]) as the share of the United States payable under said act on account of Section [redacted] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State [redacted]

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between [redacted]

_____, length [redacted] miles, in [redacted] County, being S[redacted] project No. [redacted], consisting of [redacted] miles of roadway and [redacted] bridges, each of more than 20 feet clear span, [redacted] of a mile in length.

aid project have

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner," respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

16—11279-1

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] of said project shall not in any event exceed the sum of Sixty-five Thousand, one hundred and 00/00 dollars ($65,100.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of One hundred twelve Thousand, one hundred eighty-four and 50/100 dollars ($112,184.50), the approved total estimated cost of [redacted] of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 229, Laws 1929 (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11379-1 GPO

Showing of authority of the highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the [redacted] day of [redacted], 19[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Form PR. 9—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-10(3) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 112,194.50 as the total estimated cost of said project, and the sum of $ 65,100.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Ore. this 17th day of May one thousand nine hundred and forty-six

[redacted]
COMMISSIONER OF PUBLIC ROADS

By [redacted]
Acting Commissioner of Public Roads.
Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10130-1

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S-10(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

May 15, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon S-10(3), Ruckles Creek-Middle Bridge Section of the Baker-Homestead Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

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MAY 2 1946
FOR FILING

S 10-3

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Ruckles Creek-Middle Bridge Section, Project No. S-10 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-10 (3)

HUCKLEBERRY CREEK-WIDOW BRIDGE SECTION

OF THE BAKER-SUMPTER HIGHWAY IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 7, 1946

CONSTRUCTION

All Required		Clearing and Grubbing		$ 7,500.00
500	cu. yds.	Trench Excavation, Unclassified	$ 2.00	1,000.00
113,000	cu. yds.	General Excavation, Unclassified	.25	28,250.00
175,000	yd. sta.	Overhaul	.02	3,500.00
25,000	yd. mi.	Truck Haul	.25	6,250.00
9,200	lin. ft.	Rounding Cutbanks	.15	1,380.00
2.52	miles	Finishing Roadbed and Slopes	500.00	6,250.00
210	lin. ft.	18" Concrete Pipe	4.00	840.00
430	lin. ft.	24" Concrete Pipe	5.50	2,365.00
110	lin. ft.	36" Concrete Pipe	9.50	1,045.00
120	lin. ft.	48" Concrete Pipe	15.00	1,800.00
42	cu. yds.	Class "A" Concrete	50.00	2,100.00
6,000	lbs.	Metal Reinforcement	.10	600.00
7,200	cu. yds.	Selected Roadbed Topping	1.00	7,200.00
7,500	cu. yds.	4" - 2" Rock in Base	2.43	18,225.00
4,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.43	10,692.00
500	M-gals.	Sprinkling	2.00	1,000.00
2.52	miles	Preparation of Base	200.00	504.00
320	cu. yds.	3/4" - 0" Rock in Binder Course	4.70	1,504.00
1,000	cu. yds.	Furnishing and Placing Aggregates	4.70	4,700.00
56	tons	Furnishing and Placing 151-200 Asphalt	40.00	2,240.00
44	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	1,760.00
32	tons	Furnishing and Placing RC-3 Asphalt in Seal Coat	40.00	1,280.00
			Subtotal	$101,993.00
			10% Engr. & Cont.	10,199.50
			Total	$112,194.50
		Length	2.525 miles	
		Cost per mile	$44,433.46	

Federal Aid Secondary Funds-	$ 65,100.00
State Funds-	47,094.50
	$112,194.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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DEC 27 1945
FOR FILING

S-10-3

December 19, 1945

COPY

E. C. Hall Company
Rt. 6, Box 630
Portland, Oregon

Gentlemen:

We are sending you today by express four copies each of the following contracts which were awarded to you by the State Highway Commission on December 13, 1945, and December 14, 1945, respectively.

Contract No. 2761, covering the Cloverdale-Oceanlake Section on the Oregon Coast Highway in Lincoln and Tillamook Counties.

Contract No. 2763, covering Ruckles Creek-Middle Bridge on the Baker-Homestead Highway in Baker County.

Kindly execute all four copies of each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done, fully executed copies will be returned to you for your records and files. We will also send executed copies to the surety on your bonds.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under these contracts in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

COPY

Secretary
OREGON STATE HIGHWAY COMMISSION

ga

Contracts sent by express 12-19-45. ga

Kendall

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DEC 17 1945
FOR FILING

S 10-3

December 17, 1945

#2763

R. C. Hall Company
Room 6, [redacted] 630
Portland, Oregon

Gentlemen:

The State Highway Commission on December 14, 1945, awarded you the contract for grading and surfacing on the Rankles Creek-Middle Bridge Section of the Baker-Homestead Highway in Baker County. This award was based on your low bid of $109,120, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By
H. H. Gladmyer
Secretary

cc
cc - Mr. S. H. Probert
Mr. C. S. Pearson

S-10(3)

OREGON
WASHINGTON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

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FOR FILING

December 14, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence of today in the award of contract to E. C. Hall Co., Portland, Oregon, who submitted the low bid for Oregon S-10(3), the Ruckles Creek - Middle Bridge Section of the Baker-Homestead Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

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STATE HIGHWAY COMMISSION

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MONTANA
OREGON
WASHINGTON
S-10

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

November 30, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Division Engineer has today approved the revised project statement sketch map for Oregon Federal Aid Secondary Project S-10, involving the improvement of 15.40 miles of the Baker Homestead Highway between the city limits of Baker and a point in the NW 1/4 of Section 35, T. 8 S., R. 42 E. in Baker County.

Please note that the project as now approved eliminates the portion originally shown within the city limits of Baker.

Very truly yours,

T. M. DAVIS
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

S 10-3

MONTANA
OREGON
WASHINGTON

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MAY 21 1946
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

November 28, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-10(3), Ruckles Creek-Middle Bridge Section, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Recommendation of P.S.& E. for approval is subject to the condition that the Special Provisions relating to alterations on Page No. 25 will not apply insofar as Federal funds are concerned.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 1 1945
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department

Federal Aid Secondary
Project No. S-10 (3)

BICYCLE ARCH-MIDDLE RANGE SECTION

OF THE BAKER-HUNTINGTON HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 23, 1945

CONSTRUCTION

All Required		Clearing and Grubbing		$ 1,500.00
500	cu. yds.	Trench Excavation, Unclassified	$ 2.00	1,000.00
113,000	cu. yds.	General Excavation, Unclassified	.40	45,200.00
175,000	yd. sta.	Overhaul	.02	3,500.00
25,000	yd. mi.	Truck Haul	.15	3,750.00
9,200	lin. ft.	Rounding Cutbanks	.12	1,104.00
2.52	miles	Finishing Roadbed and Slopes	350.00	882.00
210	lin. ft.	18" Concrete Pipe	2.75	577.50
430	lin. ft.	24" Concrete Pipe	4.50	1,935.00
110	lin. ft.	36" Concrete Pipe	9.00	990.00
120	lin. ft.	48" Concrete Pipe	12.00	1,440.00
42	cu. yds.	Class "A" Concrete	35.00	1,470.00
6,000	lbs.	Metal Reinforcement	.08	480.00
7,200	cu. yds.	Selected Roadbed Topping	1.00	7,200.00
7,500	cu. yds.	4" - 2" Rock in Base	2.25	16,875.00
4,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	9,900.00
500	M-gals.	Sprinkling	2.50	1,250.00
2.52	miles	Preparation of Base	150.00	378.00
320	cu. yds.	3/4" - 0" Rock in Binder Course	3.00	960.00
1,000	cu. yds.	Furnishing and Placing Aggregates	3.50	3,500.00
56	tons	Furnishing and Placing 1SL-200 Asphalt	38.00	2,128.00
44	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	38.00	1,672.00
32	tons	Furnishing and Placing RC-3 Asphalt in Seal Coat	38.00	1,216.00
			Subtotal	$108,907.50
			10% Engr. & Cont.	10,890.75
			Total	$119,798.25
		Length	2.525 miles	
		Cost per mile	$ 47,444.81	

Federal Secondary Funds	$ 74,270.00
State Funds	45,528.25
	$119,798.25

Oregon State Highway Department

Federal Aid Secondary
Project No. S-10 (3)

ROCKLIN CREEK-HIDDLE BRIDGE SECTION

OF THE BAKER-HOMESTEAD HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 14, 1945

CONSTRUCTION

All Required		Clearing and Grubbing		$ 1,500.00	
500 ~~330~~	cu. yds.	Trench Excavation, Unclassified	$ 2.00	~~660.00~~	1000.00
113,000	cu. yds.	General Excavation, Unclassified	.40	45,200.00	
175,000	yd. sta.	Overhaul	.02	3,500.00	
25,000	yd. mi.	Truck Haul	.15	3,750.00	
9,200	lin. ft.	Rounding Outbanks	.12	1,104.00	
2.52	miles	Finishing Roadbed and Slopes	350.00	882.00	
210	lin. ft.	18" Concrete Pipe	2.75	577.50	
430	lin. ft.	24" Concrete Pipe	4.50	1,935.00	
110	lin. ft.	36" Concrete Pipe	9.00	990.00	
120	lin. ft.	48" Concrete Pipe	12.00	1,440.00	
42	cu. yds.	Class "A" Concrete	35.00	1,470.00	
6,000	lbs.	Metal Reinforcement	.08	480.00	
7,200	cu. yds.	Selected Roadbed Topping	1.00	7,200.00	
7,500	cu. yds.	4" - 2" Rock in Base	2.25	16,875.00	
4,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	9,900.00	
500	M-gals.	Sprinkling	2.50	1,250.00	
2.52	miles	Preparation of Base	150.00	378.00	
320	cu. yds.	3/4" - 0" Rock in Binder Course	3.00	960.00	
1,000	cu. yds.	Furnishing and Placing Aggregates	3.90	3,900.00	
56	tons	Furnishing and Placing 151-200 Asphalt	38.00	2,128.00	
44	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	38.00	1,672.00	
32	tons	Furnishing and Placing MC-3 Asphalt in Seal Coat	38.00	1,216.00	
			Subtotal	~~$108,367.50~~	108907.50
			10% Engr. & Cont.	~~10,836.75~~	10890.75
			Total	~~$119,404.25~~	119798.25
		Length		2.525 miles	
		Cost per mile		~~$ 47,296.73~~	47,444.81

Federal Secondary Funds	~~$ 74,000.00~~	74270.00
State Funds	~~43,404.25~~	45528.25
	~~$119,404.25~~	119798.25

November 15, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 7900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate to accompany plans and specifications for the Ruckles Creek-Middle Bridge Section, Project No. S-10 (3), which estimate has been revised by inclusion of the quantities for a concrete box culvert at Station 845+00, replacing the existing bridge at that point.

Six bid proposals and six sets of blue line plans are being sent under separate cover.

The several corrections mentioned in your letter of September 14, 1945, in the special provisions, have been made.

Very truly yours,

R. H. Baldock
State Highway Engineer

JHM:GS
Encl.

Division 8

September 14, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of P.S.& E. papers for Oregon S - 10(3), Rankles Creek-Middle Bridge Section. In our review the following is noted.

On page 11 the second heading states: "Bituminous Cement to be Emulsified Asphalt." Since the requirements are for RS-3, the first two words only should be used. ← Will change OK

Mention is made in the proposal under "Miscellaneous Provisions", page 23, of the widening by State forces of the bridge at Station 845+00. Since no mention is made as to the width to which this bridge will be widened, we would appreciate the information. may become not called?

The Required Special Provisions should be revised to conform to those shown by General Administrative Memorandum No. 280.

The plans show the end of the project at Station 862+34.8, while the proposal makes several references to the east end of the project as Station 862+30.8. ← will change OK

Subject to the above comments, we will recommend approval of this project upon submission of the required number of plans and revised required special provisions. Authority to advertise will be subject to approval of the program recently submitted.

Very truly yours,

T. M. DAVIS
District Engineer

Original sent to M. V. Bolinder

September 12, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, three copies of right of way statement and two copies of code type and mileage statement to accompany plans and specifications for the Ruckles Creek-Middle Bridge Section, Project No. S-10 (3).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:DS
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-10 (3)

BUCKLEY CREEK-MIDDLE BURNT SECTION

OF THE BAKER-RICHLAND HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 12, 1945

CONSTRUCTION

All Required		Clearing and Grubbing		$ 1,900.00
330	cu. yds.	Trench Excavation, Unclassified	$ 2.00	660.00
113,000	cu. yds.	General Excavation, Unclassified	.40	45,200.00
175,000	yd. stn.	Overhaul	.02	3,500.00
25,000	yd. mi.	Truck Haul	.15	3,750.00
9,200	lin. ft.	Rounding Cutbanks	.12	1,104.00
2.52	miles	Finishing Roadbed and Slopes	350.00	882.00
210	lin. ft.	18" Concrete Pipe	2.75	577.50
430	lin. ft.	24" Concrete Pipe	4.50	1,935.00
110	lin. ft.	36" Concrete Pipe	9.00	990.00
120	lin. ft.	48" Concrete Pipe	12.00	1,440.00
7,200	cu. yds.	Selected Roadbed Topping	1.00	7,200.00
7,500	cu. yds.	4" - 2" Rock in Base	2.25	16,875.00
4,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	9,900.00
500	M-gals.	Sprinkling	2.50	1,250.00
2.52	miles	Preparation of Base	150.00	378.00
320	cu. yds.	3/4" - 0" Rock in Binder Course	3.00	960.00
1,000	cu. yds.	Furnishing and Placing Aggregates	3.50	3,500.00
56	tons	Furnishing and Placing 151-200 Asphalt	38.00	2,128.00
44	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	38.00	1,672.00
32	tons	Furnishing and Placing MC-3 Asphalt in Seal Coat	38.00	1,216.00
			Subtotal	$106,617.50
			10% Engr. & Cost.	10,661.75
			Total	$117,279.25
		Length	2.525 miles	
		Cost per mile	$ 46,447.22	

Federal Secondary Funds- - - -

RUCKLES CREEK-MIDDLE BRIDGE SECTION

PROJECT NO. S-10 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 12, 1945

STATEMENT OF FORMER AND PRESENT FEDERAL AID WORK

BUCKLEY CREEK-MIDDLE BRIDGE SECTION

PROJECT NO. S-10 (3)

Former		Present			Length	
Section	Type	Type	Width.	Description	Former	Present
A	100	472	20	Sta. 729+00 to 862+34.8 = 960+00	3.031	2.525

RECEIVED
NOV 27 1945
FOR FILING

S-10 (3)

November 15, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate to accompany plans and specifications for the Ruckles Creek-Middle Bridge Section, Project No. S-10 (3), which estimate has been revised by inclusion of the quantities for a concrete box culvert at Station 845+00, replacing the existing bridge at that point.

Six bid proposals and six sets of blue line plans are being sent under separate cover.

The several corrections mentioned in your letter of September 14, 1945, in the special provisions, have been made.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

RECEIVED
SEP 20 1945
FOR FILING

S 10-3

September 12, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, three copies of right of way statement and two copies of code type and mileage statement to accompany plans and specifications for the Ruckles Creek-Middle Bridge Section, Project No. S-10 (3).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:GS
Encl.

S-61(6) Jefferson Co. Line-Lytle Cr. 1945
Sec., Madras-Prineville Secon.
#2764 Hwy.

RECEIVED
JUN 9 - 1947
FOR FILING

S-61-6

June 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of May 20th concerning final voucher submitted for Project No. S-61 (6), Jefferson County Line-Lytle Creek Section of the Madras-Prineville Highway.

As failure of the Federal Government to reimburse the State for expense incurred in providing a water supply to take the place of one destroyed by the construction of the highway will result in no monetary loss to the State, there is little justification for any lengthy argument as to the eligibility of the expense for reimbursement by the Government. We wish to say, however, that our attorneys advise us that when highway construction interferes with and changes the normal flow of water (surface water or underground water), to or from abutting properties, to the damage of said properties or their owners, the State is liable both legally and morally to restore the flow to its normal state or to otherwise give satisfaction to the property owners.

Federal participation in the expense of restoring or making substitute provision for the flow of waters of all kinds across highway rights of way, when such flow is interferred with by highway construction, such for instance as flows in natural channels, drain ditches, irrigation ditches, pipe lines and sewers, has been and is common practice. To us, it is not apparent why the present case of interference with a flow of water is not of the same category and similarly eligible to federal participation.

If the matter of right of way acquisition has any bearing on the matter, we wish to say that the well is on property across which right of way for the federal aid project was acquired. Ownership of the property seems to have changed since the right of way was acquired, but that fact does not appear to us to be a consideration. When the right of way was acquired, the possibility of the highway construction interferring with the well was not thought of. Compensation for the right of way did not, therefore, include compensation for the loss of the well.

In conclusion, we think that reimbursement for the expenses incurred in providing a new water supply in substitution for the one destroyed should be allowed. We will ask, however, prior to the time of your decision should be negative.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:ib

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[redacted]
PORTLAND 8, OREGON

May 20, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher submitted for Oregon Project No. S-61(6), Jefferson County Line - Lytle Creek Section of the Madras - Prineville Highway.

In the review of this voucher it is noted that claim is made in the amount of $980.97 for drilling a well and installing a pump with an electric motor. The price agreement indicates that the new well was required because the roadway cut drained the property owner's existing well.

We are advised that since no right of way was acquired from the owner of the well, the claim evidently represents payment for damages to adjacent property. For this reason the item is considered ineligible for Federal participation.

The opinion that the claim should not be reimbursed from Federal funds is based upon the fact that there is no showing that the highway drainage interfered with any riparian rights of the owner of the well to surface or subsurface flow of water and further that no property was acquired from said owner in connection with the construction of the highway.

Further action on the final voucher is being withheld pending advise from you as to whether or not you wish to furnish additional information in support of the claim for review by our Solicitor.

Very truly yours,

R. H. M. DAVIS
District Engineer

RECEIVED
MAY 21 1947
OREGON
STATE HIGHWAY COMMISSION

R H Baldock

-61-6

Jefferson Co. Line-Lytle Cr.
Contract #2764

FINAL COST ANALYSIS
Grading & Topping
R. A. Heintz, Contractor
A. A. Fossen, Resident Engineer

Madras-Prineville Secondary
Prefix 107-100[illegible]-201(46)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$616.88	$1,200.00
Trench Excavation	2,347.5	Cu. Yd.	$1.34	$2.00	3,147.29	4,695.00
General "	128,817.2	" "	0.145	0.1725	18,675.57	22,220.97
Truck Haul	32,950.8	Yd. Mi.	0.072	0.10	2,380.72	3,295.08
Fin. Roadbed & Slopes	4.68	Mile	391.47	300.00	1,832.09	1,404.00
Rounding Cutbanks	5,450	Lin. Ft.	0.053	0.10	288.07	545.00
6" Corr. Metal Drain Pipe	298	" "	1.10	1.05	328.82	312.90
6" Perf. " " "	400	" "	1.18	1.25	471.53	500.00
18" Corr. Metal Pipe	978	" "	2.15	2.00	2,101.82	1,956.00
24" " " "	668	" "	3.07	2.86	2,050.36	1,910.48
30" " " "	134	" "	4.02	4.00	538.29	536.00
48" " " "	92	" "	7.80	8.00	717.39	736.00
18" " " Siphon Pipe	200	" "	2.95	2.62	589.22	524.00
Gravel Backfill in Drains	67	Cu. Yd.	2.87	8.00	192.61	536.00
Concrete End Basins	10.733	" "	66.47	55.00	713.46	590.32
Class "A" Concrete	99.64	" "	68.95	55.00	6,869.91	5,480.20
Metal Reinforcement	15,789.25	Lb.	0.053	0.07	833.34	1,105.25
Valves & Hardware in Place	All				83.59	102.50
1½" Water Pipe in Place	104	Lin. Ft.	0.40	0.40	41.93	41.60
Selected Roadbed Topping	834.04	Cu. Yd.	0.248	0.25	2,068.83	2,085.10
Hauling " "	22,916.2	Yd. Mi.	0.098	0.10	2,243.26	2,291.62
PA #1, 72" Corr. Metal Pipe	66	Lin. Ft.	19.49	20.00	1,286.25	1,320.00
PA #2, Cement Adjustment	- 18.18	Bbl.		3.28		- 59.63

(61-L)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Force Account					$168.86	$179.49
Lump Sum Reduction					_____	- 2,000.00
					$48,240.09	$51,507.88

Gross Revenue	$51,507.88
Total Cost	48,240.09
Net Profit	$3,267.79

Net Profit Equals 6.3% of Gross Revenue

Jefferson County Line-Lytle Creek

Detail of Cost

Labor:

Supervision	$5,028.62	
Labor	13,765.60	
State Industrial Accident	676.59	
Unemployment Compensation	563.83	
Social Security	187.94	
		$20,222.58

Materials:

6" Corr. Metal Pipe	298	lin. ft.	at	$0.69	$205.62
6" " " " Bands	8	each	"	1.20	9.60
6" Perf. Corr. Metal Pipe	400	lin. ft.	"	0.73	292.00
6" " " " " Bands	15	each	"	1.20	18.00
18" Corr. Metal Pipe	978	lin. ft.	"	1.33	1,300.74
18" " " " Bands	39	each	"	1.46	56.94
24" " " "	668	lin. ft.	"	2.11	1,409.48
24" " " " "	15	each	"	1.79	26.85
30" " " "	134	lin. ft.	"	2.62	351.08
30" " " " "	3	each	"	3.44	10.32
48" " " "	92	lin. ft.	"	5.66	520.72
48" " " " "	4	each	"	5.36	21.44
18" Corr. Metal Siphon Pipe	200	lin. ft.	"	1.92	384.00
18" " " " " Bands	8	each	"	2.20	17.60
72" Corr. Metal Pipe	66	lin. ft.	"	13.65	900.90
72" " " " Bands	3	each	"	26.50	79.50
Cement	179.25	bbl.	"	3.30	591.86
Reinforcing Steel	15,789.25	lb.	"	0.0375	592.82
Sand and Gravel	140	cu. yd.	"	1.55	216.16
Lumber and Nails	All				907.60
Ties and Wedges	"				80.13
Supplies and Hardware	"				279.80
					8,273.16

Equipment Rental and Miscellaneous Supplies:

Equipment Rental	$11,280.60	
Rented Equipment	318.60	
Gas, Oil & Grease	2,361.63	
Cable	656.43	
Freight and Cartage	3,745.00	
Bond	313.92	
Small Tools and Misc. Supplies	400.00	
Home Office and General Overhead	668.17	
		19,744.35

T o t a l $48,240.09

Remarks:

This was a "Federal Aid Secondary Project" and consisted of the construction of 4.88 miles of highway roadbed, of one reinforced concrete box culvert, of one reinforced concrete siphon and of 4.88 miles of gravel roadbed topping. Work on the project was started January 14th, 1946, and completed June 22nd, 1946.

Grading operations on this project were handled very efficiently with power equipment consisting of 7 D-8 tractors, 4 dozers, 4 eighteen cubic yard scrapers, 4 DW-10 units, 1 Terra Cobra unit, 2 #12 blades, one of which was rented, 1 heavy duty ripper, 1 flatbed truck for hauling pipe, one truck-mounted grease outfit and 3 pickups.

Total hours for machines handling excavation was 1,575 for 128,917 cubic yards or an average of 82 cubic yards per machine hour. This was an excellent average and accounted for the extremely low excavation costs.

Gravel topping was loaded and hauled by 4 DW-10 units and one Terra Cobra unit with one D-8 tractor used as a pushcat. These five units loaded and hauled 8,340 cubic yards an average of 2.76 miles in 525 machine hours, an average of 16 cubic yards per hour. Costs on loading and hauling were very nominal, but the contractor's extremely low bid price did not allow a sufficient margin for profits.

The laying of the pipe was handled by a small crew, but poor supervision on the part of the pipe foreman increased the costs to approximately the bid prices.

The building of the box culvert and the siphon was a difficult problem for the contractor as he had had no experience in this particular line of work. A highly paid superintendent was hired, and after completing half the work was fired, and a practical concrete foreman finished the pouring, but the costs by the time of the change had risen so high that it was impossible to finish without a considerable loss.

General supervision on this project was fair; all foremen and machine operators on grading and topping were highly skilled and performed excellent work, but the poor supervision on the concrete items resulted in an extremely high cost for these items and allowed the contractor only a small profit for the project.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

S-61(6)

FORM S-90 2M 8-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 21, 1946

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. E. Glaisyer
O-f-f-i-c-e

	Voucher #	Contract #	Estimate #	Name	Amount	Warrant #	Note
1.	11531	2764	6-Final	R. A. Heintz Constr. Co.	1,789.19	293741	ok, gl
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. G.

Your notice of acceptance is on file with us. aaw

NOTED ON CARD
8-24-46

ACCOUNTING DIVISION
By _____
Bookkeeping Dept.

Approved _____
Secretary

RECEIVED
AUG 14 1946
MONTANA
OREGON
WASHINGTON
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND, OREGON

S-61-6

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Project No. S-61(6), Madras-Prineville Highway between Jefferson County Line and FAS 61 D, was made by a representative of this office on June 24, 1946

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
~~DISTRICT ENGINEER~~

T. M. DAVIS
District Engineer.

RECEIVED
JUL 25 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 5 1946
FOR FILING

S 61-6

August 3,1946

General Casualty Company,
Mansfield & Co., Agents
902 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway contract No.2764 for work on the Jefferson County Line-Lytle Creek Section of the Madras-Prineville Secondary Highway, in Crook County, has been completed by the contractor, R. A. Heintz-Construction, and that final payment in the amount of $1,789.19 will be made on or after August 13, 1946.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $51,507.88, of which amount $179.49 represents the amount of force account items. This contract was completed on June 14, 1946 and accepted by the Commission on June 26, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON JAN

8-3-46 gl

Form E-1—5M—12-46

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 13, 1946

Section Jefferson Co. Line-Lytle Creek

Highway Madras - Prineville Secondary

Contractor R.A. Heintz-Construction

Date of contract December 14, 1945

Date work started January 14, 1946

Amount of contract . . . . . $ 54320.70

less 2000.00

Estimated cost of completed project, exclusive of engineering . . . semi final computations $ 52152.08

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 3700, 7.09 %

Kind of work Grading & Topping

Section prefix 107 - 1005

Contract number 2764

Date of completion September 30, 1946

Estimated date of completion , 19

Per cent of time elapsed %

Date project was completed June 14, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi final estimate completed and submitted to the Bend Division office on Monday July 8,1946.

FINAL REPORT

NOTED
RAY WEBBER

NOTED
H. W. LIBBY

NOTED
E. A. PEASE

Signed A A Fossen

Address 1290 Wall St. Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING TOPPING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.88	4.88			
Miles partially completed					
Miles completed	4.68	4.68			
Total estimated quantities	128000	10400			
Estimated quantities moved or placed to date	128830.5	8340.4			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUL 16 1946
FOR FILING

S-61-6

July 15, 1946

General Casualty Company,
Mansfield & Co., Agents
302 Lewis Bldg.,
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to R. A. Heintz-Construction on contract No. 2764, covering grading and topping on the Jefferson County Line-Lytle Creek Section of the Madras-Prineville Secondary Highway, in Crook County. This payment, in the amount of $1,941.91, will be made on or after July 25, 1946. The retained percentage is $1,537.69.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. E. Glaisyer
Secretary

gl

NOTED ON CARD
7-15-46 gl

MONTANA
OREGON
WASHINGTON S 61-6

RECEIVED
MAY 2 [illegible] 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

May 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon S-61(6), Jefferson County Line-Lytle Creek Section of the Madras-Prineville Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAY 27 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2 WA8 pr 7041

State [redacted]

Project No. [redacted]

[redacted]

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between [redacted], constituting

for the purpose hereof, the Highway Department of the State of [redacted] hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [redacted] day of [redacted], 19[redacted], a project statement, which was approved on the [redacted] day of [redacted], 19[redacted], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section [redacted] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [redacted] day of [redacted] 19[redacted]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of [redacted] dollars ($[redacted]) as the share of the United States payable under said act on account of [redacted] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ---------- [redacted] (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ----------

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between ---------- [redacted] ---------- and ---------- [redacted] ----------, length ---- [redacted] ---- miles, in ---------- [redacted] ---------- County, being Section ---------- of Oregon Federal Aid Secondary project No. [redacted], consisting of [redacted] miles of roadway and ---- [redacted] ---- bridges, [redacted] of more than 20 feet clear span[redacted] of [redacted] mile in length

16—11379 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner" of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner" respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944, and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] of said project shall not in any event exceed the sum of Thirty three Thousand four hundred and no/100 dollars ($ 33,400.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Fifty seven Thousand five hundred fifty-two and 77/100 dollars ($ 57,552.77), the approved total estimated cost of [redacted] of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 329, Laws 1939 (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11379-1 GPO

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 17th day of

[redacted], 19[redacted]

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]
Chairman, State Highway Commission
(Title of officer)

By [signature]
Member, State Highway Commission
(Title of officer)

By [signature]
Member, State Highway Commission
(Title of officer)

By [signature]
Secretary
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR
COMMISSIONER OF PUBLIC ROADS
By [signature]
Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11579

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-62(6) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 57,558.77 as the total estimated cost of said project, and the sum of $ 57,400.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Ore. this 17th day of May one thousand nine hundred and forty-six

By [signature]
COMMISSIONER OF PUBLIC ROADS
Acting Commissioner of Public Roads
Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10130-1

RECEIVED
JUN 5 1946
FOR FILING

S 61-6

May 29, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of order for State Force Work covering drilling and casing a well and installing pump and motor on the Jefferson County Lime-Hyde Creek Section, Contract #2764, in connection with Federal Aid Project No. S-61 (6).

This work is necessary to replace the well of Mr. F. Stacey which was drained by a cut in the roadway.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

RHB.

DEP:GED

RECEIVED
MAY 24 1946
FOR FILING

S 61-6

May 20, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of order for State Force Work covering drilling and casing a well and installing pump and motor on the Jefferson County Line-Lytle Creek Section, Contract #2764, in connection with Federal Aid Project No. A-61 (6).

This work is necessary to replace the well of Mr. J. Storey which was drained by a cut in the roadway.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

HHC.

DMP:GED

MONTANA
OREGON
WASHINGTON

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DEC 4 1946
FOR FILING

S-61(6)

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~BUREAU OF ROADS~~
Division 8

May 15, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon S-61(6), Jefferson County Line-Lytle Creek Section of the Madras-Prineville Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

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MAY 24 1946
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S 61-6

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Jefferson County Line-Lytle Creek Section, Project No. S-61 (6).

Very truly yours,

H. H. Baldock
State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-61 (6)

JEFFERSON COUNTY LINE-LYLE CREEK SECTION
OF THE MADRAS-PRINEVILLE HIGHWAY IN CROOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 7, 1946

46' Roadway (Sta. 963+00 to 1016+00)

All Required				
25,600	cu. yds.	Clearing and Grubbing (10%)		$ 120.00
1,280	yd. mi.	General Excavation, Unclassified	$ .1725	4,416.00
0.44	mile	Truck Haul	.10	128.00
1,500	lin. ft.	Finishing Roadbed and Slopes	300.00	132.00
1,400	cu. yds.	Rounding Cutbanks	.10	150.00
6,300	yd. mi.	Selected Roadbed Topping	.25	350.00
		Hauling Roadbed Topping	.10	630.00
				$ 5,916.00
		Lump Sum Reduction		220.00
		Subtotal		$ 5,696.00
		10% Engr. & Cont.		569.00
		Total		$ 6,267.00
		Length		0.435 mile
		Cost per mile		$14,408.73

26' Roadbed (Sta. 1016+00 to 1250+00)

All Required				
1,850	cu. yds.	Clearing and Grubbing (90%)		$ 1,080.00
102,400	cu. yds.	Trench Excavation, Unclassified	$ 2.00	3,700.00
30,800	yd. mi.	General Excavation, Unclassified	.1725	17,664.00
4.44	miles	Truck Haul	.10	3,080.00
3,500	lin. ft.	Finishing Roadbed and Slopes	300.00	1,332.00
300	lin. ft.	Rounding Cutbanks	.10	350.00
440	lin. ft.	6" Corr. Metal Drain Pipe	1.05	315.00
1,220	lin. ft.	6" Perforated Metal Drain Pipe	1.25	550.00
820	lin. ft.	18" Corr. Metal Pipe	2.00	2,440.00
180	lin. ft.	24" Corr. Metal Pipe	2.86	2,345.20
90	lin. ft.	30" Corr. Metal Pipe	4.00	720.00
300	lin. ft.	48" Corr. Metal Pipe	8.00	720.00
100	lin. ft.	18" Corr. Metal Siphon Pipe	2.62	786.00
		24" Corr. Metal Siphon Pipe	3.83	383.00

30	cu. yds.	Gravel Backfill in Drains	$ 8.00	$ 240.00
22	cu. yds.	Concrete End Seals	55.00	1,210.00
168	cu. yds.	Class "A" Concrete	35.00	5,940.00
16,500	lbs.	Metal Reinforcement	.07	1,155.00
All Required		Valves and Fittings in Place		102.70
100	lin. ft.	1½" Water Pipe in Place	.40	40.00
9,000	cu. yds.	Selected Roadbed Topping	.25	2,250.00
20,000	yd. mi.	Hauling Roadbed Topping	.10	2,000.00
				$48,402.70
			Lump Sum Reduction	1,780.00
			Subtotal	$46,622.70
			10% Engr. & Cont.	4,662.27
			Total	$51,284.97

Length 4.443 miles
Cost per mile $11,537.67

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
46' Roadway	$ 6,267.80	$ 3,637.00	$ 2,630.80
26' Roadway	51,284.97	29,763.00	21,521.97
	$57,552.77	$33,400.00	$24,152.77

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939
State Funds for Maintenance: Chap. 329, Laws 1939

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S 61(6)

April 24, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are copies of Order for Extra Work No. 3, on the Jefferson County Line-Lytle Creek Section of the Madras-Prineville Secondary Highway, Contract No. 2764, in connection with F. A. Project No. S-61 (6), covering prospecting for additional material for roadbed topping.

There was insufficient amount of suitable topping material found in the excavation on this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS

Encl.

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MAR 22 1946
FOR FILING

S 61-6

Salem, Oregon
March 19, 1946

Mr. A. A. Fossum
Resident Highway Engineer
Bend, Oregon

Dear Sir:

We are returning herewith your copy of Order For Extra Work, Order No. 1, on the Jefferson County Sine-Lytle Creek Section of the Madras-Prineville Secondary Highway, Contract No. 2764.

This order has been approved subject to submission of detailed information supporting the $3.72 per hour to be allowed on the 1½-ton truck.

Our information indicates the CPA ceiling rate for a 1½-ton truck to be not more than $2.81 per hour.

Very truly yours,

H. L. BALLOCK
State Highway Engineer

By

E. E. Probert
Office Engineer

Dict. by E. E. Parkes/GS

Encl.

cc to W. F. Chandler

FORM E-60 3M 7-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
March 16, 1946

SUBJECT: Order for Extra Work
Contract No. 2764

5-C(16)

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Herewith order for extra work on the R. A. Heinz contract No. 2764. On previous jobs in this vicinity the farmers have moved their own telephone line and were paid by the State. In this instance the farmers could not do the work and it is necessary to raise the wire and install long poles on the county roads where intersected by the new line. I recommend that this be paid direct by the State as it can not be paid through the regular manner.

16

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me
Encl.

RECEIVED
MAR 18 1946

Form E-208 -3M- 6-41

OREGON STATE HIGHWAY DEPARTMENT

ORDER FOR EXTRA WORK

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Jefferson County Line-Lytle Creek Date, March 15, 1946, 194

Highway Madras-Prineville Secondary Contract No. 2764

County Crook F. A. Project No. S-61 (6)

Contractor R.A.Heintz-Construction Order No. 1

Address 9101-NE Union Ave. Portland, Oregon. (11)

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Raise the Farmers Telephone line to the proper height where it crosses the constructed line.

Location by station numbers:

1111

1076

Estimate of quantities and cost:

Equipment rental rates are OPA ceiling rates.

1½ ton Truck	4 hrs at $3.72	14.88	1 Tr. Driver at 1.10	4.40	(4 hrs)
4 Poles	at 2.00	8.00	1 Laborer at 1 1.25	7.50	(6 hrs)
			1 " 1.00	6.00	(6 hrs)
		22.88		17.90	
	+6%	1.14	+15 %	2.69	
		24.02		20.59	

Total $44.61

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This telephone line is owned by the farmers and ranchers living along the route of our construction. They have no crew to do this work. The line must be raised at this time to allow clearance for the grading equipment.

Work partially done.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit six copies of the order to Salem. After approval of the order by the state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Total Original Authorizations . . . . . $ 57,552.77

Total Authorizations to Date . . . . . $ 57,552.77

Additional Authorization Requested . . . $ None

Additional Authorization Approved . . . $

Submitted by: A. A. Fossum, Resident Engineer

Approval Recommended: J. H. Gilbert, Construction—Bridge—Engineer

Approval Recommended: J. E. Dunn, Division Engineer

Approved: ..... State Highway Engineer

STATE PRINTING DEPT.

RECEIVED
JAN 23
FOR FILING

January 21, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing for your consideration and approval five copies of Price Agreement No. 1 on the Jefferson County Line-Lytle Creek Section of the Madras-Prineville Secondary Highway, Contract 2764, Federal Aid Project No. S-61 (6).

It is considered advisable to install this cattle pass to avoid having cattle driven across the highway.

Very truly yours,

O. B. McCullough
Assistant State Highway Engineer

DEP:GS

Encl.

M

RECEIVED
JAN 14 1946
FOR FILING

S 61(6)

January 11, 1946

R. A. Heintz Constr. Co.
2161 N. E. Union Avenue
Portland 12, Oregon

Gentlemen:

We are sending you today, by express, fully executed copies of the following contracts which were awarded to you on December 14, 1945:

Contract No. 2764 covering Grading and Topping on the Jefferson County Line-Lytle Creek Section of the Madras-Prineville Secondary Highway, in Crook County.

Contract No. 2766 covering Grading on the Madras-Lamonta Section of the Madras-Prineville Secondary Highway, in Jefferson County.

These copies are sent for your records and files.

We are also sending executed copies to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By
H. B. Gleiayer
Secretary

gl

Sent by Express 1-11-46, gl

RECEIVED
DEC 17 1945
FOR FILING

S 61-6

December 17, 1945

#2764

R. A. Heintz Construction Co.
5101 N. E. Union Avenue
Portland 12, Oregon

Gentlemen:

The State Highway Commission on December 14, 1945, awarded you the contracts for grading on the Jefferson County Lone-Ortin Creek Section of the Madras-Prineville Secondary Highway in Crook County, and for grading on the Madras-Lamonta Section of the Madras-Prineville Secondary Highway in Jefferson County.

This award was based on your low combination bid of $138,472.90, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Whitsyer
Secretary

cc
cc - Mr. S. H. Probert
Mr. O. S. Pearson

S 61-6

MONTANA
OREGON
WASHINGTON

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

December 14, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence of today in the award of contract to R. A. Heintz, Construction Co., Portland, Oregon, who submitted the low bid for Oregon S-61(6), the Jefferson County Line-Lytle Creek Section of the Madras-Prineville Secondary Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 1 8 1945
OREGON
STATE HIGHWAY COMMISSION

S 61-6

MONTANA
OREGON
WASHINGTON

RECEIVED
MAY 24 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

November 28, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-61(6), Jefferson County Line-Lytle Creek Section, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 1 1945
OREGON
STATE HIGHWAY COMMISSION

November 16, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Jefferson County Line-Lytle Creek Section, Project No. S-61 (6). One set of special provisions is likewise enclosed.

One set of blueprint plans is being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:GS
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-61 (6)

JEFFERSON COUNTY LINE-LITTLE CREEK SECTION

OF THE MADRAS-PRINEVILLE HIGHWAY IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 16, 1945

46' Roadway (Sta. 975+00 to 1016+00)

All Required		Clearing and Grubbing (10%)		$ 160.00
23,600	cu. yds.	General Excavation, Unclassified	$ 0.30	7,080.00
1,200	yd. mi.	Truck Haul	0.15	180.00
0.44	mile	Finishing Roadbed and Slopes	300.00	132.00
1,400	lin. ft.	Rounding Outbanks	0.12	168.00
1,400	cu. yds.	Selected Roadbed Topping	0.45	630.00
6,300	yd. mi.	Hauling Roadbed Topping	0.15	945.00
		Subtotal		$ 9,847.00
		10% Engr. & Cont.		984.70
		Total		$10,831.70
		Length	0.433 mile	
		Cost per mile	$24,900.45	

26' Roadbed (Sta. 1016+00 to 1750+00)

All Required		Clearing and Grubbing (90%)		$ 900.00
1,850	cu. yds.	Trench Excavation, Unclassified	$ 2.00	3,700.00
102,400	cu. yds.	General Excavation, Unclassified	0.30	30,720.00
30,800	yd. mi.	Truck Haul	0.15	4,620.00
4.44	miles	Finishing Roadbed and Slopes	300.00	1,332.00
3,900	lin. ft.	Rounding Outbanks	0.12	420.00
440	lin. ft.	6" Perforated Metal Drain Pipe	1.25	550.00
1,220	lin. ft.	18" Corr. Metal Pipe	3.00	3,660.00
880	lin. ft.	24" Corr. Metal Pipe	4.50	3,960.00
180	lin. ft.	30" Corr. Metal Pipe	6.00	1,080.00
90	lin. ft.	48" Corr. Metal Pipe	12.00	1,080.00
300	lin. ft.	6" Metal Drain Pipe	1.00	300.00
300	lin. ft.	18" Corr. Metal Siphon Pipe	3.30	1,090.00
100	lin. ft.	24" Corr. Metal Siphon Pipe	4.50	450.00
30	cu. yds.	Gravel Backfill in Drains	3.50	105.00
22	cu. yds.	Concrete End Basins	40.00	880.00
108	cu. yds.	Class "A" Concrete	40.00	4,320.00
16,900	lbs.	Metal Reinforcement	0.07	1,183.00

All Required		Valves and Fittings in Place		$ 75.00
100	lin. ft.	1½" Water Pipe in Place	$ 0.75	75.00
9,000	cu. yds.	Selected Roadbed Topping	0.45	4,050.00
20,000	yd. mi.	Hauling Roadbed Topping	0.15	3,000.00
			Subtotal	$67,312.00
			10% Engr. & Cont.	6,731.20
			Total	$74,043.20
		Length		4.443 miles
		Cost per mile		$16,667.63

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
46' Roadway	$10,831.70	$ 6,715.00	$ 4,116.70
26' Roadway	74,043.20	45,905.00	28,138.20
	$84,874.90	$52,620.00	$32,254.90

JEFFERSON COUNTY LINE-LYTLE CREEK SECTION

PROJECT NO. S-61 (6)

All necessary rights of way have been acquired for this project.

R. H. BALLOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 16, 1945

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61-6

November 16, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Jefferson County Line-Lytle Creek Section, Project No. S-61 (6). One set of special provisions is likewise enclosed.

One set of blueprint plans is being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

12-8302 Mitchell-John Day River Rock Prod.
Ochoco Highway 1945

#2765

FORM E-90 25M 8-45

RECEIVED
AUG 14 1946

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

AUG. 14, 1946

12-83.02

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	9544	2765	4 FINAL	VERNIE JARL	792.21	291914	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

MR. GLAISYER:
WE HAVE ON FILE YOUR ACCEPTANCE NOTICE FOR THIS CONTRACT.
AAW

NOTED ON CARD
8-14-46 gl

ACCOUNTING DIVISION
By _____
Bookkeeping Dept.

Approved _____
Secretary

R. H. Baldock

RECEIVED
1 1 1946
FOR FILING

NOTED
State Highway Engineer

12-8302

Mitchell-John Day
River Section
Contract No. 2765

August 12, 1946

FINAL COST ANALYSIS

Rock Production

Verne Jarl, Contractor
[redacted], Resident Engineer
A. A. Fossen

Ochoco Highway
Prefix 12-8302

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4" - ½" Crushed Rock in Stockpile	3,821.6	Cu. Yd.	$ 1.68	$ 1.80	$ 6,470.29	$ 6,878.88
½" - ¼" Crushed Rock in Stockpile	4,157.2	Cu. Yd.	1.68	1.80	7,038.10	7,482.96
¼" - 10-Mesh Crushed Rock in Stockpile	2,144.1	Cu. Yd.	1.68	2.00	3,643.36	4,288.20
Hauling Crushed Rock	54,762.5	Yd. Mile	0.14	0.12	7,666.75	6,571.50
18" Corr. Metal Pipe	24	Lin. Ft.	1.72	3.00	41.28	72.00
Barbed Wire Stock Fence	67.63	Rod	3.84	5.00	259.70	338.15
Gates in Stock Fence	1	Each	29.60	35.00	29.60	35.00
S. P. Screen Rejects	1,382	Cu. Yd.	0.25	0.25	345.50	345.50
Haul Screen Rejects	1,744.5	Yd. Mile	0.14	0.12	244.23	209.34
Force Account		All			174.00	185.34
					$25,912.81	$26,406.87

Gross Revenue $26,406.87
Total Cost $25,912.81
Net Profit $494.06
Net Profit Equals 1.9% of Gross Revenue

MITCHELL--JOHN DAY RIVER

Detail of Cost

Labor:		
Labor (includes supervision)	$7,218.54	
Insurance	557.09	
		$7,775.63
Materials:		
Barbed Wire, Staples, Etc.	$ 28.68	
Pipe, 24' of 18" C. I. P. at $1.29	30.96	
Pipe Band, 1 at $2.00	2.00	
Gate	27.00	
Posts	29.40	
		$118.04
Equipment Rental and Miscellaneous:		
Equipment Rental	$6,835.00	
Rented Trucks	6,360.43	
Gas, Oil, Grease	2,803.09	
Powder	514.00	
Lumber	191.06	
Freight	81.03	
P. U. C. and Public Liability Insurance	254.61	
Bond	151.75	
Small Tools and Miscellaneous	349.62	
Home Office and General Overhead	478.55	
		$18,019.14
Total		$25,912.81

MITCHELL-JOHN DAY RIVER SECTION

This was a "State Project" which called for the production of 10,000 cubic yards of crushed rock. A portion of the crushing equipment was moved onto the plant site and the setup was started February 13, 1946, but due to inclement weather, progress was very slow and actual crushing was not started until April 8. Crushing was completed May 25, and final cleanup about one week later. Equipment used by the contractor consisted of a portable crushing plant, RD 8 tractor and dozer for quarry work, one 220 compressor, one pick up and small machine tools necessary for plant maintenance. Hauling from the plant to stockpile was done with 2 four-yard trucks and 2 eight yard trucks supplemented by hired trucks for all long haul as necessary.

The plant operated a total of 42 days with about four days of down time. Average working time per day was eight hours, making a total of 336 hours elapsed time and 304 hours actual working time. During this time, a total of 10,122.9 cubic yards of rock was produced, an average of 33.3 cubic yards per hour.

An advantageous bid price and low quarry costs, with the added advantage of being able to move all material from the quarry to the crusher with cat and dozer were in the contractor's favor, but high setup costs, inclement weather and poor supervision tended to offset the above features, and only a small profit was realized on the materials crushed. Poor supervision and too many trucks in use for the amount of material crushed made it impossible for the contractor to make a profit on truck haul, and the profits made on crushing were almost all absorbed by the loss on truck haul.

E. H. Clymer
Cost Analyst

By C. E. Paulsen

RECEIVED
JUL 2 1946
FOR FILING
12-8302

July 2, 1946

General Casualty Company,
Healy & Co., Agents
Board of Trade Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2765, for work on the Mitchell-John Day River Section of Cohoco Highway in Wheeler and Grant Counties, has been completed by the contractor, Vernie Jarl, and that final payment in the amount of $792.21 will be made after it has been accepted by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $26,406.87, of which amount $185.34 represents the amount of force account items. This contract was completed on May 31, 1946 but has not as yet been accepted by the Commission, however, we anticipate that it will be at the next meeting.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
7-2-46, gl

H. B. Glaisyer
Secretary

gl

RECEIVED
JUN 21 1946
FOR FILING
12-8302

June 20, 1965

General Casualty Company,
Dooly & Co., Agents
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Vernie Jarl on contract No. 2765, covering rock production on the Mitchell-John Day River Section of the Ochoco Highway, in Wheeler & Grant Counties. This payment, in the amount of $9,622.76, will be made on or after July 1, 1946. The retained percentage is $792.21.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
6-20-46 gl

Form E-1—SM—12-46

12-8302

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 15, 1946, 19

Section Mtchell-John Day River

Highway Ochoco

Contractor Vernie Jarl

Date of contract December 14, 1945, 19

Date work started February 8, 1946, 19

Amount of contract . . . . . $ 25292

Estimated cost of completed project, exclusive of engineering . . . . add. items 940 Semi-final calc. . . . $26,406.83

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 1310., 5 %

Kind of work Rock Production

Section prefix 12-8302

Contract number 2765

Date of completion July 31, 1946, 19

Estimated date of completion , 19

Per cent of time elapsed 73.9 %

Date project was completed May 31, 1946, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate of this project submitted to the Bend Division Office on June 12, 1946.

The contractor had estimated that all removal of the equipment plus the cleanup at the quarry site would be done by today. We did not get over to check on this but will do so early next week.

Final report

NOTED
E. A PEASE

RECEIVED
JUN 1 ... 1946
OFFICE OF
... ENGINEER

NOTED
H. W. LIBBY

Signed A. A. Fossum

Address 1290 Wall St. BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			32.01		
Miles partially completed					
Miles completed			32.01		
Total estimated quantities		Semi-final	10,122.9 cy		
Estimated quantities moved or placed to date			1582 cy rejects		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JAN 15 1946
FOR FILING

12-8302

December 28, 1945

Mr. Vernie Jarl
438 S. Roberts Avenue
Gresham, Oregon

Dear Sir:

We are sending you today, by express, fully executed copies of the following contracts which were awarded to you on December 13 and 14, 1945 by the State Highway Commission.

Contract No. 2762 covering the Porcupine Butte-Chichester Gulch Section on the Shaniko-Fossil Secondary Highway in Wheeler County.

Contract No. 2765 covering the Mitchell-John Day River Section on the Ochoco Highway in Wheeler and Grant Counties.

These copies are for your records and files.

We are also sending executed copies to the surety on your bonds.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ga

Sent by express 12-28-45
ga.

RECEIVED
DEC 27 1945
FOR FILING

12-8302

December 19, 1945

Mr. Vernie Jarl
438 S. Roberts Avenue
Gresham, Oregon

Dear Sir:

We are sending you today by express four copies each of the following contracts which were awarded to you by the State Highway Commission on December 13, 1945, and December 14, 1945, respectively.

Contract No. 2762, covering Grading and Topping on the Porcupine Butte-Chichester Gulch Section on the Shaniko-Fossil Secondary Highway in Wheeler County.

Contract No. 2765, covering the Mitchell-John Day River Section on the Ochoco Highway in Wheeler and Grant Counties.

Kindly execute all four copies of each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done, fully executed copies will be returned to you for your records and files. We will also send executed copies to the surety on your bonds.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under these contracts in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ga Contracts sent by express 12-19-45. ga

Executed.

RECEIVED
DEC 17 1945
FOR FILING

12-8302

December 17, 1945

#2765

Mr. Vernie Jarl
428 S. Roberts Avenue
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on December 14, 1945, awarded you the contract for the Mitchell-John Day River Rock Production Project on the Ochoco Highway in Grant and Wheeler Counties. This award was based on your low bid of $25,292, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By
H. H. Gleisner
Secretary

cc
cc - Mr. E. H. Probert
Mr. C. S. Purgon

S-61(7) Madras-Lamonta Sec., Madras-Prineville Secon. Hwy. 1945

#2766

RECEIVED
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP,
KLAMATH FALLS
BEN. R. CHANDLER,
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF ENGINEER
H. B. GLAISYER
SECRETARY

S-6117

October 10, 1947

Honorable County Court of Jefferson County
Madras, Oregon

Gentlemen:

This is to advise that the Madras-Prineville Secondary Highway has been completed and accepted as a part of the State Highway System.

In an agreement which was executed by Jefferson County on December 27, 1945, the county agreed to assume jurisdiction and responsibility for the old sections which were abandoned by reason of the relocation.

This is to advise that the old sections of road are now being turned over to the county for maintenance or abandonment, as the county may determine.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Owen Cutler

Owen Cutler
Engineer, County and City Relations

NOTED
W. C. WILLIAMS

cc Mr. W. C. Williams
Mr. E. A. Collier
Mr. W. E. Chandler

R. H. Baldock

February 13th, 1947

S-61(7)

FINAL COST ANALYSIS

Contract #2766 — Grading and Fencing — Prefix S-61(7)

Madras-Lamonta — R. A. Heintz Co., Contractors — Madras-Prineville Secondary

A. A. Fossen, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$749.89	$3,100.00
Structural Excav.	156.43	Cu. Yd.	$4.48	$4.00	700.67	625.72
Trench Excavation	135.2	" "	1.10	2.00	148.18	270.40
General Excavation	183,892	" "	0.376	0.20	69,068.25	36,778.40
Short Overhaul	497,520.1	Yd. Sta.	0.011	0.01	5,687.02	4,975.20
Long "	5,748	C-Yd. Sta.	0.317	0.30	1,822.33	1,724.40
Rounding Cutbanks	12,734	Lin. Ft.	0.114	0.15	1,452.05	1,910.10
Finish Roadbed & Slopes	9.91	Mile	246.76	250.00	2,445.21	2,477.50
18" Corr. Metal Pipe	1,056	Lin. Ft.	1.94	2.03	2,044.59	2,143.68
24" " " "	234	" "	2.88	2.93	674.35	685.62
48" " " "	56	" "	8.92	8.00	499.38	448.00
Barbed Wire & Metal Post Fence	4,351.15	Rod	2.63	5.00	11,438.81	21,755.75
Steel Gates	14	Each	11.26	20.00	157.65	280.00
PA #1, 72" Corr. Metal Pipe	52	Lin. Ft.	19.70	21.60	1,024.29	1,123.20
PA #2, Furnish Wood Sight Posts in Piles	120	Each	2.88	3.50	345.96	420.00
					$98,258.64	$78,717.97

Total Cost	$98,258.64
Gross Revenue	78,717.97
Net Loss	$19,540.67

Net Loss Equals 24.8% of Gross Revenue

STATE HIGHWAY ENGINEER
RECEIVED
FEB 13 1947

Detail of Cost

Labor:

Supervision	$5,183.13	
Labor	24,163.44	
Industrial Accident Insurance	1,056.48	
Unemployment Insurance	880.47	
Social Security Insurance	293.47	
		$31,576.99

Materials:

18" Corr. Metal Pipe	1,056 lin. ft. at	$1.38	$1,457.28	
18" " " " Bands	42 each "	1.51	63.42	
24" " " "	234 lin. ft. "	2.11	493.74	
24" " " " "	8 each "	1.79	14.32	
48" " " "	56 lin. ft. "	6.26	350.56	
48" " " " "	2 each "	5.95	11.90	
72" " " "	52 lin. ft. "	13.65	709.80	
72" " " " "	2 each "	26.50	53.00	
Fencing (Posts, Wire, Cement and Gravel)			5,612.80	
				8,766.82

Equipment Rentals and Miscellaneous:

Equipment Rental	$17,140.50	
Rented Equipment (Includes Labor)	15,635.82	
Gas, Oil and Grease	4,419.74	
Explosives	3,775.86	
Bits and Steel	1,448.03	
Wire Cable	2,084.23	
Oxygen and Acetylene	213.97	
Small Tools & Miscellaneous	886.49	
Freight and Cartage	5,021.16	
Bond	459.37	
Home Office and General Overhead	1,724.40	
		52,809.57

Work Done by Shoppert on Placing Fence 5,105.26

Total $98,258.64

Report:

Files

Average Costs (All Material):

Drill and Shoot	$17,870.87
Load and Haul - Material Moved by Shovel and Trucks	15,584.94
Load and Haul - Material Moved by Tractor and Carryall	35,612.44
	$69,068.25

$$\frac{\$69,068.25}{182,892} = \$0.376 \text{ per Cubic Yard}$$

Breakdown of Excavation Costs

Total Yardage	183,892	Cubic Yards
Common Material	152,382	" "
Solid Material - Drilled and Shot	31,510	" "
Yardage Moved by Tractor and Carryall	162,188	" "
Yardage Moved by Hired Shovel and Trucks	21,704	" "

Drilling and Shooting Costs:

Labor	$6,066.65
Labor Insurance	461.07
Materials	3,775.86
Supplies	1,448.03
Equipment Rental	2,673.25
Gas, Oil & Grease	810.00
Prorates	2,636.01
	$17,870.87

$\frac{\$17,870.87}{31,510}$ = $0.567 per Cubic Yard

Loading and Hauling Costs (Material Moved by Shovel and Trucks):

Labor	$979.51
Labor Insurance	74.44
Equipment Rental (Rented Equipment and Includes Labor and Insurance)	11,409.87
Gas, Oil and Grease	822.29
Prorates	2,298.83
	$15,584.94

$\frac{\$15,584.94}{21,704}$ = $0.718 per Cubic Yard

Loading and Hauling Costs (Material Moved by Tractor and Carryall):

Labor	$11,157.31
Labor Insurance	847.55
Materials	2,298.20
Equipment Rental	13,767.70
Gas, Oil and Grease	1,501.87
Prorates	6,039.81
	$35,612.44

$\frac{\$35,612.44}{162,188}$ = $0.22 per Cubic Yard

Remarks:

This was a "Federal Aid Secondary Project" which was bid and awarded to the contractor December 14th, 1945. Work on the project was started January 3rd, 1946 and completed August 24th, 1946. Details of the construction included the construction of 9.91 miles of highway roadbed and the construction of 4,400 rods of fence.

Equipment used by the contractor consisted of four D-8 tractors with dozers, four D-8 tractors with 16 cubic yard carryalls, four DW-10 self-powered scrapers, one Terra Cobra 15 cubic yard self-powered scraper, one No. 12 caterpillar blade, one heavy duty ripper, one light flatbed truck, three pickups, one electric welder, one truck-mounted greasing unit and miscellaneous shop tools. In addition the contractor rented one heavy duty 315 cubic foot compressor, one 2½ cubic yard shovel, three 8 cu. yd. trucks, one No. 12 caterpillar blade and four jackhammers. The renting of the above equipment was necessitated by the large amounts of lava rock encountered which the contractor was unable to handle with his own equipment.

The major portion of this project consisted of the items of excavation and fencing. The contractor in submitting his bid was 30% under the engineer's estimate for excavation and 100% over for fencing. If he had had sufficient equipment to properly prosecute the work without the necessity of renting at OPA ceiling rentals, it is possible his losses for excavation items could have been cut sufficiently as to have reduced his losses to the point where equipment rentals could have absorbed the loss, but under the conditions which prevailed the losses amounted to approximately $6,000.00 plus rental of equipment. This loss would have been considerably higher except for the fact that the item of fencing was overbid to the extent that a profit of 50% was made.

Supervision was adequate for the common excavation on this project, but the contractor floundered somewhat on the solid excavation, and this factor combined with the lack of proper equipment, with the resultant need of renting equipment at high rental rates, resulted in a large loss for the project.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

Files

RECEIVED
FEB 8 1947
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Feb. 7, 1947

5-61 (7)

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	15304	2766	11 Final	R. A. Hients Construction	2,419.92	#297663	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer: We have on file, your acceptance notice for this job.

asw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD
2-8-47 gl

Approved _____
Secretary

RECEIVED
OCT 24 1946
FOR FILING

S&I (7)

October 23, 1946

General Casualty Company,
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2786 for work on the Madras-Lemonts Section of the Madras-Prineville Secondary Highway, in Jefferson County, has been completed by the contractor, R. A. Heintz-Construction, and that final payment in the amount of $2,419.92 will be made after acceptance by the Highway Commission.

There has been a claim made against this project by Charles E. Messinger, of which you were notified by us on October 4, 1946, no amount being stated.

For your information we wish to advise that the total contract amount is $78,717.97, and that no force account work was performed therein. This contract was completed on August 28, 1946, but has not been accepted by the Highway Commission, however, we anticipate that it will be at it's next regular meeting being held on October 28 and 29.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
10-23-46 gl

RECEIVED
OCT 24 1946
FOR FILING

S.(1(7)

Files

October 23, 1946

Mr. Charles E. Hensinger
Culver
Oregon

Dear Sir:

On June 10 we advised you as to the necessary procedure for you to take to protect your claim against R.A.Reints-Construction, in connection with alleged damages to your farm road and equipment which occurred during the progress of State Highway Contract No. 2766, covering grading on the Madras-Lamonta Section of the Madras-Prineville Secondary Highway.

We wrote you again on October 4 that we were preparing to make a semi-final payment to this contractor and requested that you advise us whether or not your claim had been settled. To date we have had no reply, however, at this time we wish to advise that the Highway Commission is making final payment on the above contract on or after November 2, 1946, unless we are notified as to the details of any claim that may be lodged against this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

R. B. Gleasyer
Secretary

RE:gl

NOTED ON CARD
10-23-46 gl

REFERRED TO
BY SECRETARY

record does on the card

RECEIVED
OCT 5 1946
FOR FILING

3-61-7

October 4, 1946

Mr. Charles E. Messinger
Culver
Oregon

Dear Sir:

Further reference is made to the damages which you claim was made against your farm road and equipment by R. A. Heintz Construction Company in connection with our contract No. 2766, covering the grading on the Madras-Lamonta Section of the Madras-Prineville Secondary Highway, in Jefferson County.

On June 10 we advised you regarding the procedure for protecting your claim against the above contract but to date we have heard nothing further regarding it. We are now preparing to make semi-final payment to the R. A. Heintz Construction Company in connection with this contract on or before October 14, 1946. Will you please advise us as to whether or not your claim has been settled.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

RE:gl

NOTED ON CARD
10-4-46 gl

RECEIVED
OCT 5 1946
FOR FILING

S-61-7

October 4, 1946

General Casualty Company,
Mansfield & Co., Agent
702 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to R. A. Heintz Construction Company, on contract No. 2766, covering grading on the Madras-Lamonta Section of the Madras-Prineville Secondary Highway, in Jefferson County. This payment, in the amount of $4,059.72, will be made on or after October 14, 1946. The retained percentage is $2,359.73.

As mentioned in our letter of June 10, 1946, we have received notice from Charles E. Messinger to the effect that the contractor damaged his private road and injured some farm equipment during the construction operations, but we have not been advised whether or not these claims have been settled nor do we know the amount of the alleged damages. As far as we know there has been no claim filed with the Secretary of State.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

HBG:gl

NOTED ON CARD
10-4-46 gl

RECEIVED
SEP 26 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

S-61-7

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Project No. S-61(7), Madras-Lamonta Section of the Madras-Prineville Highway, was made by a representative of this office on September 10, 1946

Prompt submission of the final voucher will be appreciated.

Very truly yours,

District Engineer

By

RECEIVED
SEP 21 1946
COMMISSION

Form E-1--5M--12-45

S 61(7)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 21, 1946

Section Madras - Lamonta

Highway Madras - Prineville Secondary

Contractor R. A. Heintz-Construction

Date of contract December 14, 1945

Date work started January 2, 1946

Amount of contract . . . . . $ 76562.

Kind of work Grading

Section prefix 116-1013

Contract number 2766

Date of completion September 30, 1946

Estimated date of completion Completed, 19....

Per cent of time elapsed 258 / 291 88.6 %

Estimated cost of completed project, exclusive of engineering . This office semi-final . . . . . $ 78757.78

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 5186., 6.6 %

Date project was completed August 28, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate of this project submitted to Division office on Friday.

FINAL REPORT

NOTED
RAY WEBBER

RECEIVED
OCT 1946
OFFICE

Signed A. A. Fossum

Address 1290 Hall St. Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	9.91	FENCING			
Miles partially completed					
Miles completed	9.91				
Total estimated quantities	178000	4400	rods		
Estimated quantities moved or placed to date	183559.6	4351.15	rods		
Average daily quantities	1126		165 days operation		
Average daily quantities necessary to complete project on time	COMPLETED				
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUN 12 1946
FOR FILING

S 61-7

June 10, 1946

General Casualty Co. of America
Mansfield & Co., Agents
302 Lewis Building
Portland 4, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has received notification from Charles E. Kessinger, Culver, Oregon, to the effect that R. A. Heintz Construction Company, which is performing construction work under State Highway Contract No. 2766, for the grading of the Madras-Lamonta Section of the Madras-Prineville Secondary Highway, Jefferson County, has damaged his private road as a result of heavy hauling thereover. He also alleges that the contractor has damaged some of his farm equipment and has done other damage to his property. He asks the repair of his private road immediately and compensation for the other damage.

This information is given you because you appear as surety on the bond furnished by R. A. Heintz Construction Company in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

EEB:ec
cc - R. A. Heintz Constr. Co.
6101 N. E. Union Avenue
Portland 12, Oregon

Mr. Ralph Eggsteff

NOTED ON CARD
6-10-46.

June 10, 1946

Mr. Charles E. Messinger
Culver
Oregon

Dear Mr. Messinger:

Mr. R. H. Baldock, State Highway Engineer, has asked me to advise you relative to the filing of a claim against the contractor who is constructing the Madras-Lamonta Section of the Madras-Prineville Secondary Highway so that you may know the procedure to be followed in order to protect your interests.

In connection with all state highway contracts the successful bidder is required to furnish the state a surety bond for the protection of claimants and to guarantee the satisfactory completion of the job. In order to hold the bonding company responsible and liable for payment of a claim the claimant must file a notice with the Secretary of State prior to the expiration of the period of six months from the date of completion of the contract and formal acceptance of the contract by the State Highway Commission. If the notice is not filed with the Secretary of State within such period of time the bonding company is relieved of liability and the claimant then must look to the contractor alone for the satisfaction of the claim. I enclose a mimeographed copy of the law which covers this matter for your information.

The contractor who is performing the work on the Madras-Lamonta Section is R. A. Heintz Construction Company. The address is 8102 N. E. Union Avenue, Portland 12, Oregon. The official description of the job is grading, Madras-Lamonta Section of the Madras-Prineville Secondary Highway, in Jefferson County, State Highway Contract No. 2766. The bond furnished by the contractor was written by the General Casualty Company of America for whom Mansfield and Company are local agents with offices in Room 302, Lewis Building, Portland 4, Oregon.

NOTED ON CARD
6-10-46

In addition to the filing of your claim with the Secretary of State I would suggest that you also file a copy of it with the bonding company so it will be informed and can make investigations as may be necessary. Following our usual procedure, I am also bringing your claim to the attention of the bonding company.

Trusting that you will received satisfaction by following the above described procedure, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ENClosed
Enc.
cc - Mr. Ralph Eggstaff

RECEIVED
JUN 1 1946
FILING

RECEIVED
JUN 1 1946
FOR FILING

S 61-7

May 31, 1946

Given Referenced To
Admin
Insurance
Prop. Damage

Mr. Charles E. Messinger
Culver, Oregon

Dear Sir:

Reference is made to your letter of May 24, 1946.

As we advised you in one of our previous letters, the Highway Commission has no authority over the private acts of a contractor. You may, however, file your claim for damage with his surety. Mr. Glaisyer, Secretary of the Commission, will advise you of the procedure.

Our agreement with you calls for two grade farm crossings 24 feet wide, so constructed that a combine can use them. The resident engineer in charge of the job will contact you and make any adjustments to the crossings to fulfill our obligation.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI
cc Mr. H. E. Glaisyer
Mr. H. G. Smith
Mr. Wm. E. Chandler
Mr. A. A. Pearson

Oregon State Highway Comm. Culver, Oreg.
Salem, Oreg. May 24, 1946

Dear Sirs:-

On April 11th I received a letter from you stating you had referred my letter of 5 of April to Mr. G. Smith for investigation. If so he must be taking his time about it.

It seems to be the policy of that sort fit to see how much damage they can do and try to get away with out paying for it. One of them mashed me up a bucket of grease for me a while back & refused to pay for it.

I also want to call your attention to the clause in the sales contract for the right of way which calls for you to put in acceptable crossings for me to cross the high way in doing my work and in moving my machinery from one field to another. So far one crossing has been put in where I had my road along the end of the field. Realy I should not call it a crossing for they made a cut on each side then it is straight up for about 4 or 5 feet. The cut is so

narrow and close to the fence that my combine wont go through. Then it is so steep a pull that I cant get out with a load of grain. If this crossing and others are not fixed so that I can get to my work there and harvest my grain I will have to turn the contract you gave me over to my lawyer.

I want places built up wide enough to take my combine over without having to stop and take the platform off. The place fixed for me to cross is not acceptable to me. I must have 3 other places to cross so I can get to my fields without driving a half a mile or more to get to it.

Please give this your prompt attention as it is not long now till time to harvest.

Yours truly
Charles E. Messinger
Culver Oregon

RECEIVED
MAY 27 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 13 1946
FOR FILING

S 61-7

April 9, 1946

Cross Referenced To
Adm
Insurance
Pub. Damage

Mr. Charles E. Messinger
Culver, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 8, calling our attention to the fact that the highway contractor who is working near your property ran over two sections of your wood harrow and broke it.

We wish to thank you for calling this matter to our attention and it is now being referred to our Construction Engineer, Mr. H. G. Smith, for investigation and report. As soon as we hear from Mr. Smith, we will be pleased to advise you further.

Very truly yours,

C. H. McCullough
Assistant State Highway Engineer

JM:EM
cc - H. G. Smith

Oregon State Highway Comm. Culver, Ore
Salem, Oreg.

April 5, 1946

Dear Sir:-

Some of the contractors working on the Madras-Prineville right of way through our place ran over 2 sections of my wood harrow and broke it. This harrow was beside my private road about which I asked to have smoothed.

I told the fellow you wrote to about my other complaint; about the harrow and he said he would find out about it. So far I have heard nothing about it. Either you or the contractors will pay for this harrow $10.00 for the 2 sections or I will have to place a lien on some of their equipment to satisfy it.

Please dont tell me I should have had my private road posted as if was inside of fenced land and the harrow was over 1/4 mile from your right of way.

Yours truly
Chas. E. Messinger
Culver,
Ore.

P.S. The harrow is still laying there by my road where I go into my field.

Witness H. G. Smith

RECEIVED
APR 8 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1
FOR FILING
OREGON STATE HIGHWAY COMMISSION

S 61-7
3766

March 11, 1946

Mr. Charles E. Messinger
Culver, Oregon

Dear Sir:

Although we have no direct jurisdiction over a contractor's use of roads in the vicinity of a project, we have been glad to transmit your letter, and the contractor has advised that he intends to blade all the roads which he has used and leave them in good condition.

Permit me to suggest that, if these roads are legal private roads, they should be so posted, in which case the contractor must make his own arrangements with you before using them.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:MI
cc W. A. Heintz Construction Co.
Mr. H. C. Smith

FORM E-20 REV 11-44

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
March 6, 1946

SUBJECT: Use of private road by R.A.Heintz- Construction Contract 2766

To: Wm.E.Chandler
Division Engineer
Oregon State Highway Department
Bend

RECEIVED
MAR 6 1946

Dear Sir:

Reference is made to Mr.H.G.Smith's letter of February 26,regarding the use of a private road by the contractor on the Madras-Lamonta Section of the Madras-Prineville Secondary. This letter and the letter of complaint written by Mr. Charles Messinger was handed to me on March 4. On March 5, I made an inspection so as to ascertain the amount of damage to the private road. My finding is as follows: The contractor did move grading equipment over two stretches of what Mr. Messinger terms 'Private Road'. The first stretch runs southerly from Station 347 and thence easterly to intersect our location again at Station 374, a distance of approximately 3/4 mile. The second stretch runs southerly from our R/W line opposite Station 409 for a quarter mile and then east for a pproximately 800 feet to an intersection with our R/W line near Station 425. The total distance of the two stretches is around 1.2 miles.

The above mentioned facts were called to the attention of R.A.Heintz in person and to his fieldforeman and they assured me that they would have their motor grader blade all roads and leave them in good condition at once. I have requested Inspector Mayfield to check on their work to day.

We have tried to contact Mr. Messinger in person but when I stopped at his home yesterday morning to speak with him, no one answered the call.

In passing I might say that the road is not posted as a private road that neither the contractor or the engineering force realized but what all of the roads are county or government roads and that the contractor intended to place all of the roads used in good condition as soon as the frost was out.

RECEIVED
1946

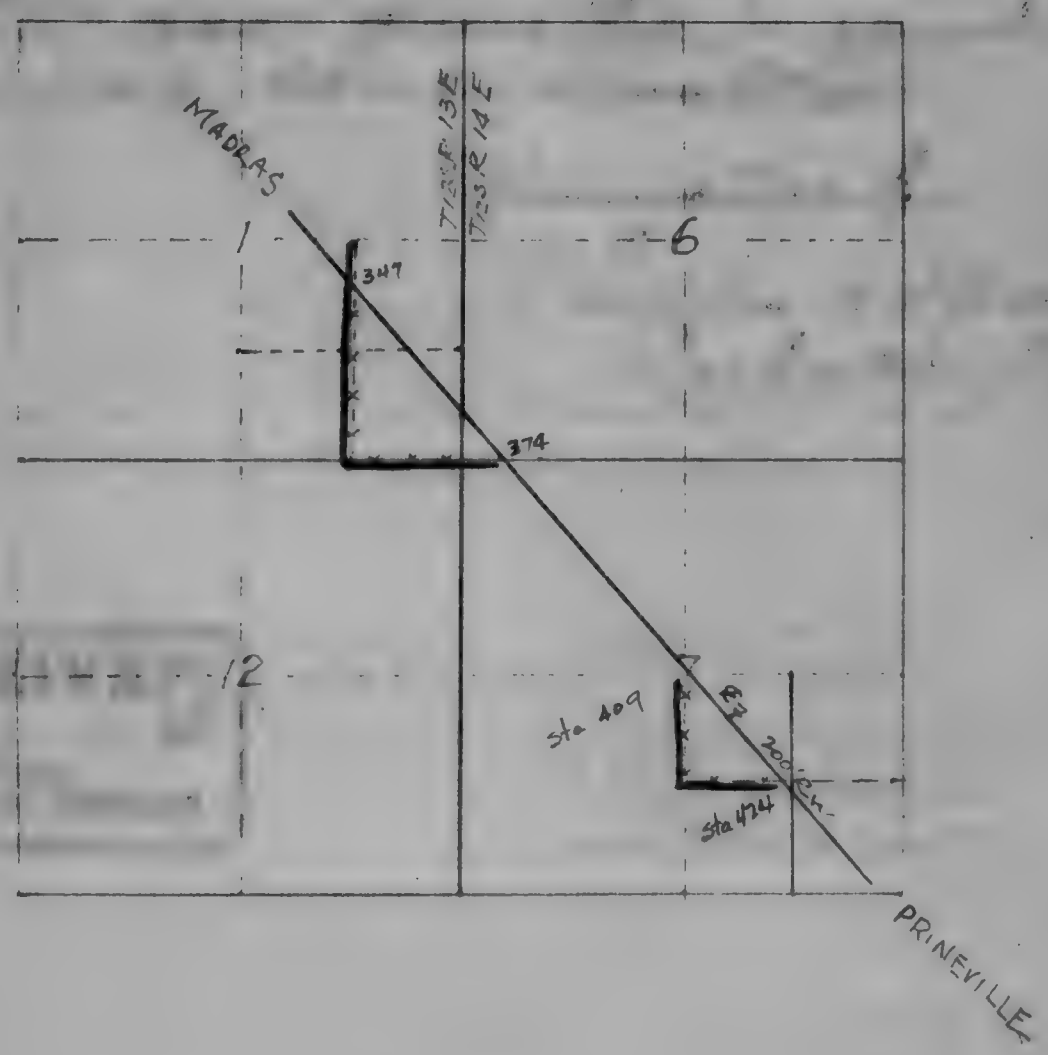
Very truly yours,
A.A. Fossen

A.A.Fossen, Resident Engineer.

cc: H.G. Smith

Use of Private Road by R.A. Heintz - Constr.

Contract 2766



State Highway Dept.
Salem, Ore.

Culver, Ore
Feb. 24, 1946

Dear Sirs:-

The Contractors working on the Madras, Prineville highway through my place have been moving heavy loads over my private road. It is cut up so I cant get over it to do my work over there.

This road was in good shape and I want it fixed up again right away. I gave no permission to use my private road in going through there. You have a 260 ft right of way to travel over.

Please give this your earliest consideration

Yours truly
Charles E. Messinger
Culver, Ore.

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FEB 2 3 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

MONTANA
OREGON
WASHINGTON
S 61-7
RECEIVED
MAY 2 1946
FOR FILING

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

May 20, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon Federal Aid Secondary Project S-61(7), The Madras-Lamonta Section of the Madras-Prineville Highway.

Very truly yours,

W. H. LYNCH,
Division Engineer

By: L. J. Caufield,
Principal Highway Engineer

Encls.

RECEIVED
MAY 22 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2 WA8 pr 7042

State [redacted]

Federal Aid Project No. [redacted]

Secondary

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between [redacted], constituting

for the purpose hereof, the Highway Department of the State of [redacted] hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [redacted] day of [redacted], 19[redacted], a project statement, which was approved on the [redacted] day of [redacted], 19[redacted], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [redacted] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [redacted] day of [redacted] 19[redacted]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of [redacted] dollars ($[redacted]) as the share of the United States payable under said act on account of [redacted] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State [redacted]

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between [redacted]

[redacted], length [redacted] miles, in [redacted] County, being [redacted] project No. [redacted] consisting of [redacted] miles of roadway and [redacted] bridges, [redacted] of more than 20 feet clear span[redacted].

16—11570 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11879-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] of said project shall not in any event exceed the sum of [redacted] dollars ([redacted]), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of [redacted] dollars ([redacted]), the approved total estimated cost of [redacted] of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to [redacted]

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of [redacted]

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: [redacted]

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11879-1 GPO

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 17th day of May, 1934.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield

Chairman, State Highway Commission
(Title of officer)

By Chas Schaupp

Member, State Highway Commission
(Title of officer)

By W H Thomas

Member, State Highway Commission
(Title of officer)

By Attest: H Kroenig

Secretary
(Title of officer)

By

(Title of officer)

FEDERAL WORKS ADMINISTRATOR
COMMISSIONER OF PUBLIC ROADS

By H H Bigham

Acting Commissioner of Public Roads.

Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11879

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. 861(7) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 84,218.62 as the total estimated cost of said project, and the sum of $ 16,700.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of ~~Washington~~ Portland, Ore., this 17th day of May one thousand nine hundred and forty-six

~~FEDERAL WORKS ADMINISTRATOR~~
~~COMMISSIONER OF PUBLIC ROADS~~

By H. Rinner
Acting Commissioner of Public Roads
Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

MONTANA
OREGON
WASHINGTON

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PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

May 15, 1946

S-61(7)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon S-61(7), Madras-Lamonta Section of the Madras-Prineville Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

RECEIVED
APR 2 1 1946
FOR FILING

S 61-7

April 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Madras-Lemonta Section, Project No. S-61 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:GS
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-61 (7)

MADRAS-LAMONTA SECTION OF THE

MADRAS-PRINEVILLE HIGHWAY IN JEFFERSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 7, 1946

Roadway

All Required		Clearing and Grubbing			$ 3,100.00
110	cu. yds.	Structural Excavation, Unclassified	$ 4.00		440.00
			2.00		268.00
134	cu. yds.	Trench Excavation, Unclassified	.20		35,600.00
178,000	cu. yds.	General Excavation, Unclassified	.01		4,900.00
490,000	yd. stns.	Short Overhaul	.30		1,698.00
5,660	C-yd. stns.	Long Overhaul	.15		1,800.00
12,000	lin. ft.	Rounding Cutbanks	250.00		2,477.50
9.91	miles	Finishing Roadbed and Slopes	2.03		2,030.00
1,000	lin. ft.	18" Corr. Metal Pipe	2.93		703.20
240	lin. ft.	24" Corr. Metal Pipe	5.95		297.50
50	lin. ft.	36" Corr. Metal Pipe	8.00		368.00
46	lin. ft.	48" Corr. Metal Pipe	5.00		600.00
120	only	Wood Sight Posts			
		Subtotal			$54,282.20
		10% Engr. & Cont.			5,428.22
		Total			$59,710.42

Right of Way

4,400	rods	Barbed Wire and Metal Post Fence	$ 5.00	$22,000.00
14	only	Steel Gates	20.00	280.00
		Subtotal		$22,280.00
		10% Engr. & Cont.		2,228.00
		Total		$24,508.00

Length of Roadway 9.912 miles
Cost per mile, Roadway $6,024.05

SUMMARY OF COSTS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$73,718.42	$34,700.00	$39,018.42
Right of Way	24,500.00	12,000.00	12,500.00
	$84,218.42	$46,700.00	$37,518.42

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939
State Funds for Maintenance: Chap. 329, Laws 1939

RECEIVED
FEB 20 1946
FOR FILING

S 61-7

February 13, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of Price Agreement No. 1, on the Madras-Lamonta Section of the Madras-Prineville Secondary Highway, Contract 2766, Federal Aid Project S-61 (7), covering the substitution of 72" for 36" corrugated metal pipe at Station 637+05.

During recent storms of snow followed by rain, it was shown that the 36" drainage would be inadequate. Using larger pipe, an additional length of six feet is required for safety.

The original estimate on installing 36" pipe was $297.50. The cost of 72" will be $1,123.20, an increase of $825.70 in cost which will be covered by contingency allowance already set up on this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

Encl.

RECEIVED
FEB 18 1946
FOR FILING

S 61-7

February 13, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of Price Agreement No. 1, on the Madras-Lamonta Section of the Madras-Prineville Secondary Highway, Contract 2766, Federal Aid Project S-61 (7), covering the substitution of 72" for 36" corrugated metal pipe at Station 633+05.

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The original estimate on installing 36" pipe was $297.50. The cost of 72" will be $1,123.20, an increase of $825.70 in cost which will be covered by contingency allowance already set up on this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS

Encl.

RECEIVED
JAN 14 1946
FOR FILING

S-61 (7)

January 11, 1946

R. A. Heintz Constr. Co.
2101 N. E. Union Avenue
Portland 12, Oregon

Gentlemen:

We are sending you today, by express, fully executed copies of the following contracts which were awarded to you on December 14, 1945:

Contract No. 2764 covering Grading and Topping on the Jefferson County Line-Lytle Creek Section of the Madras-Prineville Secondary Highway, in Crook County.

Contract No. 2766 covering Grading on the Madras-Lamonta Section of the Madras-Prineville Secondary Highway, in Jefferson County.

These copies are sent for your records and files.

We are also sending executed copies to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Gleiayer
Secretary

gl

Sent by Express. 1-11-46, JC

RECEIVED
DEC 27 1945
FOR FILING
5-61(7)

December 19, 1945

Copy

R. A. Heintz Construction Company
8101 N. E. Union Avenue
Portland 12, Oregon

Gentlemen:

We are sending you today by express four copies each of the following contracts which were awarded to you by the State Highway Commission on December 14, 1945.

Contract No. 2764, covering Grading and Topping on the Jefferson County Line-Lytle Creek on the Madras-Prineville Secondary Highway in Crook County.

Contract No. 2766, covering Grading on the Madras-Lamonta Section on the Madras-Prineville Secondary Highway in Jefferson County.

Kindly execute all four copies of each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done, fully executed copies will be returned to you for your records and files. We will also send executed copies to the surety on your bonds.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under these contracts in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ga Contracts sent by express 12-19-45. ga

Leonard

RECEIVED
DEC 19 1945
FOR FILING

S 61-7

COPY

December 17, 1945

#3766

R. A. Heintz Construction Co.
8101 N. E. Union Avenue
Portland 12, Oregon

Gentlemen:

The State Highway Commission on December 14, 1945, awarded you the contracts for grading on the Jefferson County Line-Lytle Creek Section of the Madras-Prineville Secondary Highway in Crook County, and for grading on the Madras-Lamonta Section of the Madras-Prineville Secondary Highway in Jefferson County.

This award was based on your low combination bid of $128,472.90, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

COPY

By

H. B. Glaisyer
Secretary

=o
cc- Mr. S. H. Probert
Mr. G. S. Paxson

S 61-7

MONTANA
OREGON
WASHINGTON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
DEC 14 1945
FOR FILING

December 14, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence of today in the award of contract to R. A. Heintz Construction Company, Portland, Oregon, who submitted the low bid for Oregon S-61(7), the Madras-Lamonta Section of the Madras-Prineville Secondary Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 18 1945
STATE HIGHWAY COMMISSION

S-61-7
MONTANA
OREGON
WASHINGTON
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MAR 21 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8
POST OFFICE BUILDING
PORTLAND 8, OREG.

November 28, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-61(7), Madras-Lamonta Section, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Recommendation of the P.S.& E. for approval is subject to the condition that the Special Provisions relating to alterations on Page 11 will not apply insofar as Federal funds are concerned.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 1 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
S 61-7

November 15, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six bid proposals and six sets of blueprint plans for the Madras-Lemonts Section, Project No. S-61 (7).

The copies of estimate to accompany plans and specifications were submitted with our letter of September 11, 1945.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

RECEIVED
NOV 27 1945
FOR FILING

S-61(7)

November 15, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six bid proposals and six sets of blueprint plans for the Madras-Lamonta Section, Project No. S-61 (7).

The copies of estimate to accompany plans and specifications were submitted with our letter of September 11, 1945.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

RECEIVED

S 61-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE
DIVISION EIGHT

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
MAY 3 - 1946
FOR FILING

September 18, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Partial P.S.& E. papers transmitted by your letter dated September 11, 1945, for Oregon Federal Aid Secondary Project No. S. 61(7), the Madras-Lamonta Section, have been reviewed. The documents appear satisfactory except for the special provisions required by General Administrative Memorandum No. 280 and will be recommended for approval upon approval of the program and submission of the completed papers.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
SEP 19 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 24 1946
FOR FILING

S 61-7

September 11, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Madras-Lemonts Section, Project No. S-61(7).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

While the P. S. & E. papers for Projects Nos. S-61(5) and S-61(6) have not been submitted at this time, it is now anticipated bids will be received for all three of the projects at the same date. If this should not develop, however, it will probably be necessary to change the project designation for this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-61 (7)

MADRAS-LAMONTA SECTION OF THE

MADRAS-PRINEVILLE HIGHWAY IN JEFFERSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 10, 1945

Roadway

All Required		Clearing and Grubbing		$ 1,200.00
110	cu. yds.	Structural Excavation, Unclassified	$ 2.50	275.00
134	cu. yds.	Trench Excavation, Unclassified	2.50	335.00
178,000	cu. yds.	General Excavation, Unclassified	.30	53,400.00
490,000	yd. stas.	Short Overhaul	.015	7,350.00
5,660	8-yd. stas.	Long Overhaul	.40	2,264.00
12,000	lin. ft.	Rounding Cutbanks	.12	1,440.00
9.91	miles	Finishing Roadbed and Slopes	300.00	2,973.00
1,000	lin. ft.	18" Corr. Metal Pipe	3.00	3,000.00
249	lin. ft.	24" Corr. Metal Pipe	4.50	1,000.00
50	lin. ft.	36" Corr. Metal Pipe	7.50	375.00
46	lin. ft.	40" Corr. Metal Pipe	12.00	552.00
120	only	Wood Sight Posts	3.00	360.00
		Subtotal		$74,604.00
		10% Engr. & Cont.		7,460.40
		Total		$82,064.40

Right of Way

4,400	rods	Barbed Wire and Metal Post Fence	$2.50	$11,000.00
14	only	Steel Gates	35.00	490.00
		Subtotal		$11,490.00
		10% Engr. & Cont.		1,149.00
		Total		$12,639.00

Length of Roadway 9.912 miles
Cost per mile, roadway $ 8,279.29

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$82,064.40	$50,880.00	$31,184.40
Right of Way	12,639.00	6,200.00	6,439.00
	$94,703.40	$57,080.00	$37,623.40

[illegible]

[illegible]

No remaining units of any item have been excluded for this project.

[illegible]
State Highway Engineer

By

[illegible]

MAYBAS-LAMONTA SECTION

PROJECT NO. S-61 (7)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

by

S. H. Probert
Office Engineer

September 10, 1945

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SEP 13 1945
FOR FILING

S 61-7

September 11, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Madras-Lemonts Section, Project No. S-61(7).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

While the P. S. & E. papers for Projects Nos. SS-61(5) and S-61(6) have not been submitted at this time, it is now anticipated bids will be received for all three of the projects at the same date. If this should not develop, however, it will probably be necessary to change the project designation for this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

UI-306(5) Arthur St. Grade Separation 1945
Front St., Portland, Pacific

REPORT ON EXTRA CLAIMS PRESENTED BY

MORRISON-KNUDSEN COMPANY ON ARTHUR STREET OVERCROSSING

Contract No. 2767

The Morrison-Knudsen Company have submitted claims for extra compensation on their contract No. 2767 for the construction of the Arthur Street Overcrossing. These claims were first submitted by Mr. L. A. Peacock at a conference held in Mr. Baldock's office on April 17, 1947. He left with us a list of claims dated March 21, 1947, which totaled $96,617.00. He was told that these would be investigated and another conference would be held.

These claims were in lump sum amounts without any supporting data and were difficult to check. Our check was completed May 1, 1947, and a conference was arranged with Mr. Peacock. This conference was cancelled at Mr. Peacock's request, and a conference was scheduled for May 29. This was again cancelled. On August 20, 1947, a representative of Morrison-Knudsen called at this office and left a new set of claims. There were 15 of these claims totaling $153,669.26. Since many of these were entirely new, they were sent back to the field for check. These were returned September 9 and were being studied when we were advised under date of September 23 that the matter was being reconsidered and that a new draft of claims would be submitted. These were received on October 8. The total amount was $199,658.55.

In this third set of claims, the claims of the second set which were based on delays and additional concrete costs were consolidated into one item (No. 7 in this list), which totaled $163,127.76. Six of the claims of the second set were listed separately although in different amounts than previously submitted. The following is a record of the claims submitted:

RECORD OF CLAIMS SUBMITTED

Claim No. Mar.21	Claim No. Aug.20	Claim No. Oct.7	Nature of Claim	Amount Mar. 21	Amount Aug. 20	Amount Oct. 7
	1		Delay by LaGrand Building		$ 290.01	
	2	1	Re-excavating for 4 piles		29.62	$ 29.62
	3	2	Handplacing backfill		1,678.26	1,567.81
1	4	3	Backfill above beams	$2,000.00	3,416.75	3,416.75
2	5		Change in deck forms	3,000.00	1,491.91	
3	6		Change in dental forms	1,350.00	1,907.04	
4	7		Change in pouring schedule	2,000.00	2,241.46	
5	8	4	Delay due to grading of site	3,000.00	599.18	652.56
6	9	5	Excessive driving of piles	11,767.00	27,918.84	30,113.69
7	10		Delay due to sewer repairs	27,000.00	17,554.15	
8	11		Delay in award of contract	46,500.00	50,470.21	
	12		Additional concrete finishing required		23,652.88	
	13		Increase in labor rates		5,933.61	
	14	6	Cleaning structural steel		816.04	750.46
	15		Additional overhead cost		15,675.30	
		7	Additional cost of concrete			163,127.76
			Totals	96,617.00	153,669.26	199,658.55

The claims submitted August 20 have been thoroughly studied and, since they are more detailed than those submitted October 8, an analysis is given. The consolidated claim, No. 7 in the October 8 list, is apparently based on the same grounds as the claims made on August 20 but omitted from the October 8 list.

Attached are copies of the three sets of claims.

Bids on this project were opened by the State Highway Commission on December 14, 1945. Five bids were received, as follows:

Marine Contractors, Inc.	$269,209.70
Kern and Kibbe	302,184.70
Birkenmier and Saremal	314,599.00
Gilpin Construction Company	335,040.50
Parker-Schram Company	349,666.00

The Engineer's estimate for reference in the comparison of bids was $284,478.00.

The right-of-way settlement on the LaGrand property at the northwest corner of the intersection of Front Avenue and Arthur Street had not then been completed, and the Highway Commission referred the project to the State Highway Engineer with authority to award the project to Marine Contractors, Inc., at their low bid of $269,209.70 when the right of way had been cleared up. The acquisition of the right of way had advanced to the point where we had the right to take possession on December 26, 1945, and concurrence in the award by the Public Roads Administration was requested and received on December 27, 1945. The award was made by the State Highway Engineer on that date, and the Marine Contractors, Inc., were sent the following telegram dated December 27, 1945: "Contract for Arthur Street Overcrossing awarded this date." signed Oregon State Highway Commission by G. S. Parsons, Bridge Engineer. Four copies of the contract were sent to Marine Contractors, Inc., by express the same day and in the letter of transmittal their attention was called to the provision in the specifications (Article 1.7.18) which requires the contractor to accept the terms of the Workman's Compensation Act and to carry on his work under the provisions of that law.

Marine Contractors, Inc., did not sign and return the contracts. Some time in January 1946 they contacted Mr. McCullough and told him that they had overlooked this provision and that since most of their work was on Marine projects they were carrying Marine insurance. The State Industrial Accident Commission would not accept this one project alone but required that Marine Contractors, Inc., place all their land operations with them. Marine Contractors, Inc., felt that this was impracticable and intimated that they would request approval by the Highway Commission of an assignment of the contract to the Morrison-Knudsen Company.

The request for approval of the assignment of contract was presented to the Highway Commission at their meeting on February 25, 1946. The minutes of that meeting contain the following:

> "The Commission had under discussion the proposed assignment by Marine Contractors, Inc. to Morrison-Knudsen Company, Inc. of its contract for the construction of the Arthur Street Viaduct, Portland, which was awarded to them by the State Highway Commission on December 27, 1945. It appeared from the discussion that Marine Contractors, Inc. cannot

comply with the Commission's requirements with respect to the Oregon Workmen's Compensation Act without disrupting its entire insurance set up, its operations for the most part being of such a nature that it has to carry marine insurance, and if it is now required to carry insurance with the state it will make a duplication of expense, which can be avoided if the contract is assigned to the Morrison-Knudsen Company inasmuch as this company is now operating under the protection of the Workmen's Compensation Act. The Engineer recommended approval of the assignment. The Chief Counsel concurred. Following discussion, Commissioner Schaupp moved that the Commission approve the assigning of this contract subject to the approval of the Public Roads Administration. The motion was seconded by Commissioner Cheesman and carried by the unanimous vote of the Commission. The matter was referred to the Commission's Chief Counsel to handle the details."

The assignment of the contract to the Morrison-Knudsen Company is dated February 28, 1946, and was approved by the State Highway Commission March 28, 1946. The approval of the Public Roads Administration was secured on March 26, 1946. Fully executed contracts were sent Morrison-Knudsen Company on March 30, 1946.

This project was bid in December 1945 at a time when material and labor costs were very uncertain. The work was done in 1946 and the first part of 1947. The prices bid for the several items of the contract are much lower than the prices received for similar work in 1946 and 1947. A fairly good comparison on most of the items may be made with the Sheridan Street-Bancroft Street Section, which is immediately to the south of Arthur Street and which was awarded to the Kuckenberg Construction Company on February 20, 1947.

		Unit Prices	
Item	Unit	Arthur Street	Sheridan-Bancroft Section
Structural Excavation	cu.yd.	$ 3.00	$ 4.00
Furnish Treated Piles	lin.ft.	1.15	1.50
Drive Treated Piles	each	18.00	25.00
Class A Concrete	cu.yd.	30.00	50.00
Metal Reinforcement	lb.	0.06	0.06
Metal Handrail	lin.ft.	5.00	8.00

Due to low prices, uncertain material supply, inefficient labor, and high costs both for labor and material, the contractors lost a substantial sum on the project. We have not examined the contractors' books but have been told that the loss was between $150,000 and $200,000. Some of this loss was, undoubtedly, due to mistakes in management made by the contractors, but a part was due to causes beyond their control such as slow and uncertain delivery of materials and the poor quality of the labor available.

The "Specifications and Contract Agreement for Highway Bridge Construction," issue of August 1, 1939, which is a part of the contract documents for this project, in Article 1.5.11, page 8, has the following provision covering disputed claims:

All backfill shall be thoroughly compacted and, in general, its top surface shall be neatly graded.

"The fill behind abutments, retaining walls, and wing walls of all bridge structures shall be deposited in horizontal layers and well compacted. Special precautions shall be taken to prevent any wedging action against the masonry, and the slope bounding the excavation for abutments, retaining walls, and wing walls shall be destroyed by stepping or serrating to prevent wedge action. Jetting of the fill behind abutments and wing walls will not be permitted."

Some back fills are so situated that only hand placing and tamping are practical. We do not, in general, specify the methods to be used but insist that the material be properly compacted. In this case our Resident Engineer states that he did not direct the contractor to hand place and hand tamp the material. He did call the superintendent's attention to the necessity for proper compaction. The superintendent decided on the method to be used and, in our opinion, chose the most practical method.

That the tamping of the backfill was not excessive is shown by the settlement of the pavement which has been placed on the backfill since the contractor completed the bridge. The maximum settlement is now approximately 1½ inches. Nothing was done by the contractor which was not called for by the specifications.

Claim No. 3. "Change in plans requiring backfill above the bottom of concrete beams and girders and below paving slab for ramp, stations 151+13.80 and 154+21.80." Amount, $3,416.75

There was no change in plan made on this section of the bridge. The plans for the structure (Drawing No. 8389 attached) show a typical cross section of the structure in the section in question. This shows the completed cut or fill slope extending out from the face of the beam 4.3 feet at the elevation of the bottom of the beam. In making the excavation for the beams the contractor cut below this line to get room for forms. He placed the concrete in the beams and elected to make the backfill before the deck forms were built. In placing this backfill he used a clam shell bucket. The method used was entirely at the option of the contractor. In this claim he alleges that we required the material to be placed above the elevation of the beam bottoms. This was not the case. On May 15, 1947 our Resident Engineer carefully measured the backfill and found a total of 18.79 cubic yards actually above this elevation. This came about because we had not required the contractor to fine grade the surface to the exact lines shown. In dumping the material with the bucket, an uneven surface was formed.

The total amount of material placed is less than we call for on the plans. Our measurements show that the average width of the backfill at the elevation of the bottom of the beams is only 2.4h feet, whereas we show a width of 4.3 feet. If the plans are to be exactly followed, any adjustment should be against the contractor rather than in his favor.

Claim No. 4. "Increased cost incurred by bridge contractor to provide access to his work because of change in plans by the State, and State's failure to provide site grading as set forth in the specifications." Amount, $652.56

This claim has reference to the southbound ramp from Arthur Street to Harbor Drive between Stations 158+68.78 and 162+40.90. When the bridge contract was advertised it was planned that the grading and surfacing of the adjacent roadway would be placed under contract at the same time. The contract for this work was not awarded until February 20, 1947. The bridge contract specifications, under the heading, "Work To Be Done by Grading Contractor," contained the following provision:

"Excavation for the southbound ramp to the level of the pavement and sidewalk subgrade for a width that extends one foot outside of the easterly line of the retaining wall footing and approximately ten feet outside of the westerly edge of the sidewalk."

Under "Schedule of Operations," we further advised the contractor that:

"It is expected, but not guaranteed, that the removal of buildings by others and the work to be done by the grading contractor, as hereinbefore specified, will be completed on or before May 15, 1946.

"In case this schedule is not met and due entirely to that reason it becomes impossible for the bridge contractor to complete his work within the specified time limit, the time for the completion of the work will be extended by whatever number of days the work is delayed on that account. Noncompletion of the work to be done by others within the expected time will not, however, relieve the contractor from his obligation to complete all work specified to be done under the contract, nor will such noncompletion entitle him to extra compensation of any kind."

This specification specifically precludes the contractor from receiving additional compensation because of delay.

It was necessary to do this roadway excavation before the bridge contractor could build the retaining wall and pedestrian ramp. On September 9, 1946, before the contractor was ready to start his structural work we issued Extra Work Order No. 4 under the bridge contract covering the removal of trees and the grading which it was expected that the grading contractor would have done. Payment for this work in the amount of $2,142.00 is included in the estimate.

The present claim apparently has to do with surfacing which the contractor placed on the graded ramp in order to support his construction equipment. Nowhere in our specifications do we imply that the grading contractor would surface this ramp. The surfacing of the ramp was entirely for the contractors' convenience and to enable him to reduce his cost of placing concrete. Such work is part of his job and not a proper reason for additional compensation.

Claim No. 5. "Cost of Excessive Pile-driving." Amount, $30,113.69

The contractors contention in this claim is that he was required to drive piles deeper and to a higher bearing value than was shown on the plans. He cites notes on the plans which read "Max. pile load - tons" where this load varies from 10 to 20 tons. Actually the design pile load is shown as 15 tons.

for timber piles and 10 to 24 tons for steel piles. These notes were placed on the plans solely for the convenience of the federal government in checking the design. They represent the actual load transmitted by the bridge to each individual pile. They are not intended and should not be interpreted as a direction to the contractor as to how far they should drive each pile. The plans on Drawing No. 8319 show the lengths of piles that the contractors are required to drive and the special provisions specifically advise them that steel piles will vary from 45 to 100 feet.

While it is true that each pile is loaded to 10 to 24 tons by the bridge, foundations consisting of groups of piles would not be safe if each pile in the group was good for only that load when tested separately. When piles are placed in groups, as is the case on this job, each pile must be capable of supporting much greater loads in order that the group as a whole may average up to the design load. This is due to the settlement of the earth around the pile group.

The contractors allege that our inspector ordered piles driven to a bearing value of 151 tons. Actually, no load tests were made on this job. In stating that load values of 151 tons were required, they are probably referring to computations made by the so-called Engineering-News formula. This is an empirical formula and is recognized by our specifications as only a rough guide for steel piles. Our specifications, in the last paragraph in Article 2.4.7., page 26, read as follows:

"Concrete and Steel Piles. When not driven to practical refusal, the bearing value for concrete or steel piles shall be determined by means of the loading tests above specified. The formulas specified above for timber piling may be used as a rough approximation for precast concrete piles or steel piles, and they may also be applied to the driven core for cast-in-place piles."

Under the circumstances obtaining on this job we were entitled to require practical refusal. Actually the bearing value as estimated by the Engineering-News formula averaged about 60 tons each.

This bridge is located on an old embankment across Marquam Gulch. The embankment was made over a period of about 50 years and contains street sweepings, garbage and debris of all kinds. The sub-structure of an old bridge is also buried in the embankment. Our plans on Drawing No. 8319, a print of which is attached, plainly show this condition and show the piles extending completely through the embankment and into the original ground a distance of from 8 to 12 feet. The piles were actually driven only to the depths shown.

In our supplemental specifications we show a table of estimated net quantities and the quantities upon which the contractor is asked to bid. The following table shows these quantities and the actual length of piles used in the structure.

Kind of Piles	Estimated Net Length	Length Bid On	Actual Length Used
10" x 42# steel	16,524 lin.ft.	18,000 lin. ft.	17,311.34 lin. ft.
12" x 53# steel	4,494 lin.ft.	5,000 lin. ft.	4,916.06 lin. ft.
10" x 14" x 61# steel			320.75 lin. ft.
Total	21,018 lin. ft.	23,000 lin. ft.	22,489.27 lin. ft.

The 10" x 1/4" x 61# steel piles were purchased under Extra Work Order No. 3, dated August 23, 1946, to complete the job because of delay in waiting for the steel piles called for. The actual total length of piles used was 2.5% less than the length upon which the contractors bid and 7% more than the estimated net amount. Our plans and specifications gave the contractors ample notice of the depth of penetration which would be required.

In presenting the particular claim the contractors have given their total cost of pile driving and have subtracted from this cost an estimate of cost which they allege should have been incurred had they driven the piles the way they wanted to. To this difference they have added an anticipated profit of 20 per cent. They do not give the details upon which they estimated the cost, but in some way they arrived at a figure well below their bid amount. The comparison is as follows:

		Estimated Cost	Bid Price
Item No. 6—Driving Treated Piles	each	$13.00	$18.00
Item No. 8—Driving 10"x1/4" Steel "H" Piles	each	29.90	55.00
Item No.10—Driving 12"x53# Steel "H" Piles	each	33.80	55.00

It should be noted that the bid price on December 14, 1945 was higher than their estimated cost in 1946, by 38.4% on the driving of timber piles, 83% on the driving of 10" steel piles, and 62.6% on the driving of 12" piles. In view of the increase in labor costs, it seems probable that their estimated cost is rather optimistic.

Regardless of their costs, actual or estimated, the contractors were not required to do anything not contemplated by the plans or specifications and are not entitled to additional compensation.

Claim No. 6. "Additional cleaning and buffing of steel beams." Amount, $750.46

The contractors' workmen kept fires burning under Span 14 most of the winter. A heavy soot deposit accumulated on the surfaces of the beams. In all three steel spans a considerable percentage of the surface of the beams was covered with cement mortar which leaked through the forms when the deck was placed. Our Resident Engineer properly required that the surfaces be clean before they were painted. We did not specify the method of cleaning. The method used was probably the best suited for the purpose but was of their own choosing. No additional payment should be allowed.

Claim No. 7. "Extra cost of Class A Concrete, Handrail Posts, Curbs and Pylons." Amount, $163,127.76

In this claim the contractors attempt to shift all concrete work on to a cost plus basis. They give a figure which they say is their total cost for concrete items and from this subtract an estimated cost. To the difference they add a profit of 19 per cent and arrive at a figure of $163,127.76, which they ask the State to pay.

In support of the claim they list ten items wherein they allege the State was at fault. These ten allegations are all advanced in support of their contention that the costs for concrete were increased by reason of delay, interference with their planned procedure, and the requirement of a higher standard of work than should have been reasonably expected. These ten items are analyzed below:

Reason No. 1. Delay due to pile driving.

The matter of pile driving has been considered under the contractors' claim No. 5. The contractor was not required to do any work in connection with the pile driving that was not necessary to get the penetration called for on the plans. Any delay to concrete work caused by pile driving was part of the job and not reasonable grounds for additional compensation.

Reason No. 2. Failure of State to remove LaGrand Building.

The LaGrand Building occupied the northwest corner of the intersection of Front Avenue and Arthur Street. The east side of this building was removed to provide room for the bridge. This removal and rebuilding was done by the owner, Mr. John LaGrand.

Our contract for the construction of the bridge provides, under "Schedule of Operations" on page 4 of the supplemental specifications, as follows:

> "It is expected, but not guaranteed, that the removal of buildings by others and the work to be done by the grading contractor, as hereinbefore specified, will be completed on or before May 15, 1946.
>
> "In case this schedule is not met and due entirely to that reason it becomes impossible for the bridge contractor to complete his work within the specified time limit, the time for the completion of the work will be extended by whatever number of days the work is delayed on that account. Noncompletion of the work to be done by others within the expected time will not, however, relieve the contractor from his obligation to complete all work specified to be done under the contract, nor will such noncompletion entitle him to extra compensation of any kind."

The possible delay in the removal of the LaGrand Building was foreseen and provided for in the above specifications. An extension of time to complete the work was granted the Morrison-Knudsen Company without penalty. Under the specifications no allowance for the delay should be allowed.

At the time this work was going on, the Morrison-Knudsen Company were using land owned by Mr. LaGrand at First Avenue and Arthur Street for their plant.setup. Mr. LaGrand allowed the use of this land without charge. Mr. LaGrand was attempting to coordinate his building work with the bridge work. Mr. LaGrand has told Mr. Skelton, our Resident Engineer, that he offered to completely remove the building at any time but was told by Mr. L. N. Thelen, the job superintendent, not to bother, that they had plenty of other work to do and that they would notify him in plenty of time.

The specifications and the circumstances cited above preclude any adjustment.

Reason No. 3. Revision to accomplish superelevation of roadway curves.

No revision was made in the superelevation of the deck. The contractor is apparently referring to the change in slab thickness necessary to correct the crookedness of the steel beams in Spans 14, 15, and 16. The work was occasioned by normal imperfections in the material furnished by the contractor and is not chargeable to the State in any way.

The three spans in question are the steel girders near the south end of the structure, Span 15 being the crossing of Arthur Street. These steel girders are heavy beams made at the steel mills in one piece. They are 33 inches deep and weigh 125 pounds per foot of length. The steel mills are never able to roll these beams exactly straight. The fabricators cannot straighten them, and it is necessary to use such members as they come from the mills, making up for the irregularities by varying the lighter members which attach to them or, in the case of beams supporting decks, by varying the thickness of the deck, as was done in this case, or by varying the elevation of the deck forms.

The State does not guarantee the straightness of such members and the contractor is plainly told that such is not the case. This matter is covered in Article 1.5.3. on pg. 6 of the Specifications and Contract Agreement for Highway Bridge Construction, in which the following paragraph is given:

> "It is expressly understood that the approval by the engineer of working drawings or shop drawings submitted by the contractor or his agents relate to the requirements for strength of sections and connections, and such approval will not relieve the contractor from responsibility for errors in details, dimensions, or quantity of materials. Material improperly fabricated shall be replaced or modified at the contractor's expense."

The contractors select their own source of material supply, in this case the Schmitt Steel Company, and must make their own adjustments for improper fabrication. The variation of three-fourths inch each way from a straight line is more than usually occurs, but we have had girders that were farther out of line.

The contractors' claim is for wedging up forms. While we might have been justified in requiring the forms to be adjusted, we did not do so but allowed them to vary the elevation of the guide strips, or screed rails, which control the upper surface of the deck. These strips are light wooden members supported by legs. They are removed as the concrete is placed. The total amount of lumber in these strips would not exceed 200 F.B.M. Guide strips are required in the placing of any deck. The additional cost was in cutting the legs to varying length.

In erecting the steel beams, the contractor placed them wrong end to, even though they were properly marked by the fabricator. To save them the cost of changing the beams around, we allowed them to make a change in the end connections on the job. This error in erection may have had some effect on the alignment of the beams.

Reason No. 4. Revision of west dental forms.

The dental forms referred to were not removed and reconstructed. When these forms were first placed they were not to correct elevation. The Resident Engineer properly required that they be corrected. This was done by wedging on the supports. It was a matter of two or three carpenters working for two or three days.

The contractors set the forms for the edge of sidewalk slab along the west edge of Spans 14, 15, and 16 without requesting or obtaining any check on the elevation of their forms. They apparently assumed that the top of the steel girder was at the correct elevation and built their forms accordingly. As noted under Claim No. 5, these girders are not exactly true but vary as much as three-fourths inch up and down. When the weight of the deck comes onto the girders, a considera le deflection takes place. If the sidewalk curb line is to be at the correct grade line when completed, this deflection must be taken into account by building the forms above the final elevation in an amount equal to the deflection. The Resident Engineer properly insisted that the forms be lined up so that the final elevations would be at the designed grade line. The line to which the forms were raised was calculated from the size and properties of the supporting beams. Imperfections in manufacture of the beams and natural variations in the materials affect, in a minor degree, the actual deflection. In this case, however, the final result was satisfactory. Had the forms been left as originally built, the resulting lines would certainly not have been acceptable.

The allowance for dead load deflection is plainly covered in Article 2.11.7, page 47, of the Specifications and Contract Agreement for Highway Bridge Construction, which reads as follows:

> "Unless otherwise noted on the plans or in the supplemental specifications, all structures shall be cambered to follow the grade line shown on the plans with allowance for full dead load deflection."

The contractors were not required to do anything not called for in the specifications and any delay was the fault of the contractors.

Reason No. 5. Providing a specific pouring schedule.

The plans upon which the contractors bid did not show a specific pouring diagram. In Span 15 there are two open expansion joints which would require bulkheads under any schedule of pouring. These open joints divide the deck on spans 14, 15 and 16 into three sections which the contractors might have assumed they could place in three operations. To minimize the effect of the deflections in the girders we found it advisable to place this section of deck in five operations which required bulkheads across the deck as shown on the attached sketch.

As it actually worked out the contractors would have had to place bulkheads in the end sections or to have paid a heavy overtime cost in placing the deck concrete. The actual time in placing the concrete in the deck was as follows:

Nov. 4, 1946	Bent 16 to 2/3 point of Span 14	10½ hours
Nov. 5, 1946	Bent 17 to 1/3 point of Span 16	9½ hours
Nov. 6, 1946	Suspended beam span, Span 15	9½ hours
Nov 7, 1946	1/3 point of Span 14 to expansion joint	9½ hours
Nov. 8, 1946	Expansion joint to 1/3 point of Span 16	9½ hours

Even with the deck divided into five sections the time on each section exceeded 8 hours, after which overtime rates for labor would have been paid. Had this deck been placed in three sections as the contractors allege was their intention, the time of placing for each section would have been approximately as follows:

Bent 14 to Expansion joint	20 hours
Suspended Beam span	9½ hours
Expansion joint to Bent 17	17½ hours

Because of labor shortage the contractors were never able to assemble even one complete crew and it would not have been practicable to assemble a second crew for a three day operation. Even had a second crew been assembled, union rules would have required the payment of premium wage rates for time worked before 8 A.M. or after 4:30 P.M. With the deck divided into five sections, the contractors payrolls show the payment of $194.62 in overtime for the concrete crew on these five days.

The bulkheads in question consisted of a single thickness of plank extending through the seven inch deck and braced to the deck forms beyond the section being placed. The bulkheads contained about 300 M-F.B.M. of lumber. It was necessary to cut notches in the bulkheads to fit around the reinforcing steel which required considerable hand labor.

As stated before, no intimation was given while this work was underway that it would be the basis of a claim for extra compensation and no record of the actual labor in building the bulkheads was kept by the state. The placing of bulkheads is a common practice on bridge jobs and based on other projects the cost should have been approximately as follows:

300 F.B.M. lumber at $50.00 per M-F.B.M.	$15.00
Labor 0-50 per lin. ft.	68.00
	$83.00

While the plans upon which the contractors bid did not show these two additional bulkheads they do show, (Drawing No. 8330 of the attached plans) a longitudinal construction joint the full length of these three spans along the east side of the bridge. We permitted the contractors to eliminate this joint. This joint would have required a bulkhead which would have been more expensive per foot, than the two bulkheads we required them to place as it crossed more steel. The length of the bulkhead eliminated was 204 feet while the two bulkheads which we required them to place totaled 136 feet in length.

The requirement of the two additional transverse bulkheads, and the elimination of the long longitudinal bulkhead, reduced the contractors form cost. The division of the deck pour into five sections instead of three reduced their overtime. It is our belief that the contractors were benefited, rather than injured, by our requirement.

Reason No. 6. Failure of State to grade site.

This matter has been fully discussed under Claim No. 4 above. The specifications clearly provide that non-completion of this grading will not entitle the contractors to extra compensation of any kind. As a matter of fact, the contractors were not delayed or forced to use any particular method of work in their construction operations. They were given an Extra Work Order to do the grading which the road contractor was supposed to have done and were paid for this work.

Reason No. 7. Delay due to sewer repair.

There are several sewers under the streets within the limits of this project. Some of them are quite old and the locations are not accurately known. We attempted to locate them as accurately as possible and to lay out our footings so that the foundation piles would miss them. In driving the piles for Bent No. 14, which were treated timber piles and not steel piles, a 6" sewer serving the LaGrand Building was broken. Extra Work Order No. 5, dated September 24, 1946, was issued covering repairs to this line. Apparently the contractors were in no hurry to proceed with the bridge construction in this area as it was not until October 29, 1946 that they began work on these repairs. This work proceeded very slowly and only a few hours work was done until November 12, when the repairs really started. By November 21 the break was uncovered and it was found that the 12 inch sewer from Porter St., to which the LaGrand Building lateral connected, was plugged. We called in the city sewer inspectors who ran a line from a manhole on Arthur St. and found an obstruction at Bent No. 13. Extra Work Order No. 6 was issued on December 6, 1946, covering the sinking of a shaft to uncover the damage and the repair of the sewer. The contractors were advised of our intention to issue this Work Order prior to the December 6 date and actually began work on December 2, 1946.

When this shaft reached the sewer it was found that the block extended below Bent No. 13 and further investigation was made. This showed that the damage was so extensive that it was decided to abandon the existing sewer and build a new bypass line.

The contractors would not submit a price for this bypass line and we finally asked the Parker-Schram Company to give us a figure on it. These prices were furnished the contractors on January 17, 1947 but it was not until January 31, 1947 that the contractors signed the Price Agreement No. 2 under which this bypass line was built. The contractors did not at any time make an effort to expedite the repair of the sewers and certainly did not act as though the work was delaying their job. Several times while this work was going on conferences were held with the Superintendent, Mr. Burnett, and we were told that they were not ready to start work in this area.

All of the work of repairing the sewer was done under Extra Work Order and Price Agreements and the contractors were paid on the estimates. Their claim is apparently confined to an alleged change in their planned method of handling concrete because of delay in the construction of the north bound ramp which connects Arthur Street with Harbor Drive.

This sewer work would have delayed the construction of forms and falsework on that part of the east side of the bridge between Bents 8 and 14 had the contractors been ready to proceed with the work. There is every indication that they were not ready at that time or, at least, that there was enough work on other sections of the structure to employ their crew without undue interference. This sewer work, however, did not interfere with the construction of the north bound ramp as this structure starts at Bent 8 and extends north to the end of the structure. Work was proceeding on this ramp while the sewer work was underway but no attempt was made to rush the construction. It was not until April 8, 1947 that this ramp could have been used by trucks.

Even though the ramp was not available for trucks a route via First Ave. and Sheridan Street to the north end of the bridge was always open. The contractors could have carried out the concrete placing method which they say was their intention and they wished to do so.

The job records do not show that any delay occurred during this period. The following table shows the number of skilled workmen employed on the job between August 14, 1946 and April 16, 1947:

Week Ending	Skilled Employees	Week Ending	Skilled Employees
8-17-46	32	12-13-46	90
8-21-46	31	12-25-46	88
8-23-46	33	12-31-46	55
9-4-46	42	1-8-47	58
9-11-46	43	1-15-47	60
9-13-46	72	1-28-47	48
9-25-46	85	1-29-47	51
10-2-46	66	2-5-47	57
10-9-46	65	2-12-47	59
10-16-46	65	2-19-47	60
10-23-46	55	2-26-47	62
10-30-46	25	3-5-47	58
11-6-46	56	3-12-47	57
11-13-46	58	3-19-47	28
11-20-46	71	3-26-47	26
11-27-46	80	4-2-47	15
12-4-46	86	4-9-47	14
12-11-46	91	4-16-47	12

In the period during which the contractors claim delay they had a larger skilled crew than either before or after the alleged delay.

The contractors may have suffered some loss due to interference with their other work by the sewer repairs. Much of the delay could have been avoided had they cooperated more fully with us in working out the repairs. There is nothing to indicate that the sewer work changed materially their concrete placing operations. The sewer work was paid for under Extra Work Orders and Price Agreements. Our specifications provide in the last paragraph of Article 1.9.4., page 19 as follows:

"The percentages allowed the contractors in accordance with the terms outlined above shall be understood to be compensation to the contractors for all superintendence, use of tools and small equipment, overhead expense, bond, insurance, profit, indirect costs and losses of all kinds, and all other items of cost not specifically provided for, and no other payment will be made for any items of cost not included among the pay items stated above."

If the contractors were being seriously delayed by these sewer repairs they should have given the State notice of the fact in accordance with the terms of the contract and should have taken steps themselves to relieve the condition. The evidence now available does not show that serious delay was occasioned.

Reason No. 8. Excessive surface finish.

The contractors allege that the State, "x x x went beyond the intentions and specifications in requiring rubbed surface finish for formed concrete surfaces." Our specifications require rubbed surface finish on all surfaces except the underside of the deck between outside girders. These specifications are given in Article 2.5.22 on page 38 of the general specifications.

The concrete surface finish required on this project was not unreasonable. In fact, in so far as surface finish is concerned, this project is one of the least satisfactory jobs we have had done for several years. I do not believe that this was the intention of the contractors but they were handicapped throughout the job by inferior workmen.

The columns which we required the contractors to chip and refinish were not improperly located by our Resident Engineer. The forms in some cases were not properly lined up when built and in other cases were not properly braced and sprung out of line when the concrete was placed. This happened at many points on the structure. Only the places which were particularly noticeable were corrected. There were many instances which were passed which would have been rejected in normal times. One easily inspected instance is the east wall of the transformer house. This wall is out of line more than an inch in its length and is quite noticeable. It was accepted because of the excessive cost to the contractors to make a change after the wall was built.

We can agree with the contractors that the finishing costs were too great but this is certainly not due to excessive requirements by the State.

Reason No. 9. Concrete finish on underside of deck.

The surface finish on the underside of the deck between outside girders is not required by our specifications. Such finishing is not usually required on bridges over streams. In this case the surfaces are easily visible from the lower roadway and it was desirable that the surfaces be finished. The contractors should be paid for the work. The cost was not over $200.00.

This surface finish did not delay the placing of concrete in the structure. It was done after other work was completed and the adjustment due the contractors is the cost of the work plus the percentages set up by the specifications. We are ready to recommend that such an adjustment be made.

Item No. 10. Delay in concrete construction.

Under this heading the contractors tie in the alleged delays cited in Reasons 1 to 9 and contend that the concrete construction in general was delayed. Specifically they allege that : (1) They were not permitted the re-use of sectional forms; and (2) The work had to be done in unfavorable seasons of the year.

Even if the delays alleged had occurred, their statement that they were prevented from re-using sectional forms is not logical. The re-use of sectional forms is dependant upon sufficient time elapsing between concrete placing to permit the concrete to set and the forms to be removed and set up again. The more slowly a job goes, the more opportunity there is for the re-use of sectional forms.

The contractors statement that the delays listed required the performance of the work in unfavorable seasons of the year is likewise not borne out by an examination of the circumstances. Bids were opened on this project on December 14, 1945. The history of the delay of award until March 30, 1946 is given earlier in this report. This delay was certainly not the fault of the State, but was due entirely to the assignment of the contract as requested by the contractors. This delay occurred during the months of January, February and March of 1946. During this time when the contractors could not work, the weather could not be considered as favorable. The time of completion specified in the contract was December 31, 1946. Assuming that the project would have been completed in the year allowed, the completion date would have been March 31,1947, due to the delay in award. The contractors would have worked through the winter of 1946-47 in any event. Work was actually completed on June 30, 1947 so that an over-run of time put the work into April, May and June of 1947 when favorable weather conditions prevailed.

An analysis of the reasons upon which the contractors base this Claim No. 7 has been given above. There does not appear to be any particular merit in them. The amount of the claim is arrived at in an arbitrary manner. The contractors have given a figure which is presumably their gross cost for the concrete items and have then set up an estimate which they say the work should have been done for. The difference between these two amounts is their claim. The gross cost of concrete which they have shown is at the rate of .92 per cubic yard and their estimated cost is $48.20 per cubic yard. Even though all the delays which they claim had occurred, this difference could not possibly be accounted for. If their costs are that high, gross mismanagement is indicated.

After a careful study of this entire claim, no justification can be found, and it is recommended that it be rejected in its entirety except for a reasonable adjustment covering the cost of the surface finish applied to the underside of the deck slab in Spans 14, 15, and 16. This cost could not have exceeded $200.

COPY

MORRISON-KNUDSEN COMPANY, INC.
CONTRACT #2767
General Contractors
ARTHUR STREET OVERCROSSING
PORTLAND, OREGON
Principal Office
319 Broadway, Boise, Idaho
CLAIMS
October 7, 1947

Subject: Arthur Street Over-Crossing in Portland

Claim No.	Description	
1.	Re-excavate for driving 4 piles near brick sewer	29.42
2.	Mr. O. S. Powers, Bridge Engineer, of Oregon State Highway Commission	1,567.71
3.	Salem, Oregon items requiring backfill above concrete beams and girders and below the pavile also for Deep Cut, i.e. 152 plus 13.30 to 154 plus 21.30	3,416.75
4.	Cost of providing Access Road	652.56
5.	In reference to our letter of September 23, 1947, on	20,111.69
6.	the above subject we wish to submit to you for	753.46
7.	your consideration the claims growing out of the construction of the Arthur Street Overcrossing in Portland.	143,127.76
	Total Amounts of Claims	$199,658.55

We would be happy to discuss these matters with you at your convenience.

Very truly yours,

J. P. Frein (signed)

J. P. Frein
Asst. Chief Engineer

JPF/lmw

CONTRACT #2[illegible]7

ARTHUR STREET OVERCROSSING [illegible]NG

PORTLAND, OREGON

CLAIMS

CLAIM NO. 1

Re-excavating for driving 4 piles near Brick Sewer $ 29.62

Claim No. | This re-excavation was necessitated through no fault of the Contractor, which resulted in a loss in time and

Claim No.			Amount
1.	Re-excavate for driving 4 piles near Brick Sewer		$ 29.62
2.	Hand placing and tamping backfill at Northwest part of structure at $1.65	$ 3.30	1,567.71
3.	Change in piles requiring backfill above concrete beam and girders and below the pouring slab for ramp, viz: 151 piles 13.80 to 154 piles 21.80	8.00	3,416.75 652.56
4.	Cost of providing Access Road		30,111.69
5.	Extra Cost of Excessive Pilebriving		750.46
6.	Cost of excessive buffing of steel beams		163,127.76
7.	Extra Cost of Concrete Construction	1.50	
	Superintendent Rental 5-day at $3.00	1.50	
	Gasoline 6 gal at $.18	1.08	4.08
	Total Amounts of Claims		$199,[illegible]55
	General Overhead Expense 12.36%		2.96
			26.93
	Profit 10%		2.69
	Total Amount of this Claim		$ 29.62

CONTRACT #2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM No. 2

CLAIM No. 1 placing and tamping sand fill . . . . . $ 1,537.81

Re-excavating for timing & place sewer trench Sewer — $ 29.62

Contractor was required to open place and tamp backfill.

This re-excavation was necessary through no fault of the Contractor, which resulted in a loss in time and money.

1 Foreman	8½ hrs at $2.65	$22.50		
1 Fireman Operator	11 hrs at 1.60	17.60		
1 Labor Foreman	2 hrs at $1.65	$ 3.30		
1 Compressor Operator	1 hrs at $1.50	1.50		
1 Jackhammer Opr.	1 hrs at $1.60½	1.60		
2 Laborers	6 hrs. at $1.15	6.90		
			18.90	567.75
Taxes & Insurance 5.23%				
Taxes & Insurance 5.23%			.99	45.38
Compr rental	5 days at $3.50	17.50		
Compressor rental ½-day at $3.00		1.50		
Jackhammer rental ½-day at $3.00		1.50		355.38
Gasoline 6 gal at $.18		1.08		1,480.51
			4.08	
			23.97	
General Overhead Expense 12.36%				156.78
General Overhead Expense 12.36%			2.96	1,637.29
Profit 10%			26.93	242.52
Profit 10%			2.69	$ 1,567.81
Total Amount of this Claim			$ 29.62	
Total Amount of this Claim				

CONTRACT #2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM No. 1

Hand placing and tamping backfill . . . . . $ 1,567.81

of concrete beams and girders and below the paving slab for ramp. At the northwest part of this structure the Contractor was required to hand place and tamp backfill. This was not a part of the original contract specifications, was ordered by the engineer in charge of the work, and was done by [illegible] several days [illegible] and also Vibrator Operator [illegible] dump truck [illegible] to move [illegible] was done by [illegible]

2 Foremen	24 hrs at $1.85	[illegible]	
1 Vibrator Operator	32 hrs at 1.50	[illegible]	
3 Tamper Operators	79 hrs at 1.50	118.50	
1 Truck Driver	6 hrs at 1.33⅓	[illegible]	
14 Laborers	510 hrs at 1.27½	650.25	867.75

The [illegible] of additional lumber was caused by leaving forms in place when backfilling was done.

Tamper rental	5 days at $3.50	17.50	
Compressor rental	5 days at 3.00	15.00	37.30
Dragline Rental	38 hrs at 10.09 per	322.88	19.95
Fabricating Lbr	[illegible] at $[illegible]	1,107.00	255.38

General Overhead Expense 15.36% [illegible] 1,156.78 / 1,825.29

$3,106.14

Profit 10% 142.52

Total Amount of this Claim $ 1,567.81

Total amount of this claim 13,416.75

CITY NO.

CONTRACT #2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM NO. 3

Change in plans requiring backfill above the bottom of concrete beams and girders and below the paving slab for ramp, Sts. 15+plus13.80 and 15+plus21.80. . . . . $3,416.75

This extra work, not shown on plans or in specifications, was ordered by the Engineer in charge of the work, and necessitated several days work with the crawler crane and clam bucket, including operator and oiler, a 5 cu. yds dump truck and driver, and finally for the crawler crane to move up and place the dirt between the T-beams where it was raked and placed by hand labor. . . . . $ 652.56

The purchase and fabrication of additional lumber was caused by leaving forms in place when backfilling was done.

Backfill	93.79 cu yds at $10.00	$ 937.90	113.25
Form lumber	11070 BM at $65.00 per M	719.55	5.92
Fabricating Lbr	11070 BM at $100.00 M	1,107.80	2,764.45
			347.93
General Overhead Expense 12.36%			341.69
			$3,106.14
Profit 10%			310.61
Total amount of this claim			$3,416.75

Claim No. 5

CONTRACT # 2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM NO. 4

Increased cost incurred by bridge contractor to ~~to~~ provide access to his work because of change in plans by Contractor, and the State's failure to provide site grading as set forth in the Specifications . . . . . $ 652.56

There was no charge set up in the bid proposal for this work, as it was to be done by the grading contractor between engineer stations 158plus68.78 and 162plus40.50. The work was not done by the grading contractor and it has become necessary for the bridge contractor to do this work.

Labor		113.25
Taxes, Insurance, etc at 5.23%		5.92
Crane rental at 10.09	146.31	
Tractor rental 8 hrs at 9.00	72.00	
Pit run gravel 127 cu yd at 1.50	190.50	408.81
		527.98
General overhead expense 12.36%		65.26
		593.24
Profit 10%		59.32
Total amount of this claim		$ 652.56

Claim No. 5

Cost of Excessive Piledriving

The plans covering the various bents which were to be constructed for the Arthur Street overpass show in each instance the maximum bearing load to be required for the foundation piles, and such maximum bearing loads having been submitted to the contractor prior to the letting could serve no particular purpose in requesting bids than to serve notice on the contractor what would be expected of him in the performance of the work. Contrary to such information, it can be shown specifically from the records of the Oregon State Highway Department that instead of developing the bearing capacities indicated on the drawing the engineer required many times such bearing values, these having been determined in accordance with formula set forth in the standard specifications, divisi n 1, section 4, sub-paragraph 2.4.7. The resident engineer, it can be shown, went on the assumption that unless the piles were driven to develop these excessive bearing values the piles might come to rest on some obstruction in the fill. What importance such a condition would be is not particularly clear to the contractor if the required bearing value to support the structure had been developed. Certainly the contractor had no reason to expect the excessive driving required far beyond that employed in good and accepted practice. Having been required by the resident engineer to drive piles beyond any reasonable expectation, the contractor's operations were seriously impeded, he was obliged to make numerous splices in steel piles which would not otherwise occur if only the specified bearing was to have been attained. The contractor was obliged to return and redrive many piles which had already developed and exceeded the indicated bearing values shown on the plans.

The contractor feels that, as one of the contracting parties, he was entitled to perform the work only as called for by the plans and specifications, and that the conditions set forth in the plans and specifications not having been followed, the contract in effect was changed and the contractor is entitled to recover the extra cost of complying with the changed conditions, plus a reasonable profit. Our claim, in this instance, is predicated on such basis and we ask that the State of Oregon compensate the contractor for excessive pile driving in the amount of $30,133.69, this amount being supported by the details attached hereto.

COMPUTATION OF EXTRA COST & AMOUNT OF CLAIM

		Item 6, 8 & 10 Work Costs	Total Costs
Direct Cost of the work as performed per statement taken from cost records		$ 37,045.35	
Item #6 Driving Treated Timber Piles	at 13.74 ea.	$ 1,895.54	
Item #8 Driving 10"x42# Steel "H" Piles	88.82 ea.	21,805.58	
Item #10 Driving 12"x53# Steel "H" Piles	147.22 ea.	9,269.11	
Plus Normal Profit of 20%		5,018.95	
Total Direct Cost - Items 6, 8 & 10			32,970.23
General Expense & O.H. at 12.36%		$ 30,213.68	4,075.12
Total Cost of Items 6, 8 & 10 as done			37,045.35

Estimated Direct Cost of the Work if performed according to contract.		
Item #6 Driving Treated Timberpiles	at 13.00 ea.	1,792.00
Item #8 Driving 10"x42# Steel "H" Piles	29.90 ea.	6,817.00
Item #10 Driving 12"x53# Steel "H" Piles	33.00 ea.	2,027.00
Estimated Total Direct Cost Items 6, 8 & 10		10,636.00
General Expense & O.H. at 12.36%		1,314.61
Estimated Total Cost of Items 6, 8 & 10 if performed according to contract		$11,950.61

COMPUTATION OF EXTRA COST & AMOUNT OF CLAIM

Items 6, 8 & 10

Total Cost of Work - Items 6, 8 & 10
As done $ 37,045.35

CLAIM NO. 6

Estimated Cost of Work - Items 6, 8 & 10
If performed according to contract 11,950.61

Resulting Extra Cost 25,094.74

Plus Normal Profit of 20% 5,018.95

Amount of Claim $ 30,113.69

Before the final coats of paint were applied to the [illegible] Contractor was instructed by the State Engineers to wash the exposed surfaces with [illegible] cost of cleaning three times what would have been necessary to do the work in accordance with the contract.

Labor and Expenses		655.02
Extra Monthly Insurance 10%/M at 65.00		
Extra Mails at 2% at .075	3.75	
Rental of buffing machines	60.00	
Wire cup brushes	15.30	
		114.55
		869.57
General Overhead Expense 12.30%		100.06
		969.63
75% of 969.63		682.23
Profit of 10%		68.23
Total Amount of This Claim		$ 750.46

Claim No. 7

CONTRACT # 2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM NO. 6

Additional cleaning and buffing of steel beams . . . . . $ 750.46

Before the final coats of paint were applied to the steel span girders, the Contractor was instructed by the State Engineers to buff the exposed surfaces with wire buffers, which increased the cost of cleaning three times what would have been necessary to do the work in accordance with the contract.

Labor and Insurance		665.02
Extra scaffold lumber 1000FBM at 65.00		
Extra nails at 50# at .075	3.75	
Rental of buffing machines	60.00	
Wire cup brushes	15.30	
		144.55
		809.57
General Overhead Expense 12.36%		100.06
		909.63
75% of $909.63		682.23
Profit of 10%		68.23
Total Amount of this Claim		$ 750.46

Claim No. 7

Extra Cost of Class A Concrete and Handrail Posts, Curbs & Piling

In this instance the contractor feels that the conditions under which the work had to be performed did not correspond with the conditions and requirements guaranteed by the state of Oregon prior to the receipt of bids for the construction of the Arthur Street viaduct. In presenting its' proposal for the work the contractor had every right to assume that the operations would not be interfered with or impeded by any action or failure or action on the part of the Oregon State Highway Department. The contractor is aware that economic conditions changed materially between the time the bids were received and completion of the work, and stands already to accept any and all extra costs which have occurred because of such change in economic conditions and because of less efficiency from labor due to its' scarcity. The contractor does feel, however, that it is entitled to recover from the Oregon State Highway Department because of the latter's failure to comply with its' implied obligations not to interfere with the contractor's work. We do not feel that it has complied with such obligations for the following reasons which increased the cost of the concrete work.

1. Concrete operations were seriously delayed and impeded because of the requirement to drive bearing piles to excessive values not allowing an orderly processure of the concrete construction.

2. The State failed to have the La Grande building moved which again did not permit an orderly procedure of the work.

3. During the course of the work the State instituted certain revisions to accomplish super-elevation of the roadway curves, thus changing the conditions under which the contractor had to proceed work.

4. Certain form work, particularly the west ental forms for spans 14, 15 and 16 after having been set in place were removed at the insistance of the engineer and reconstructed to accomplish an allowance for camber in accordance with erroneous computations by the engineer, as was later demonstrated when the forms were removed.

5. During the course of the work the engineer issued changed plans providing a specific pouring procedure for the deck structure, whereas the specifications were silent on the matter allowing the contractor to establish his own plan as long as the same complied with good practice.

There seems to be no doubt that the Oregon State Highway Department failed to comply with the specifications in not providing the sight already graded, except of course, for the foundation excavations contemplated under the work to be performed by the contractor. The State did not provide the grading set forth on page four of the special conditions governing the construction of the Arthur Street overcrossing. The bridge contractor suffered from not having proper access to the work and was obliged to use methods and work under conditions resulting at higher cost.

7. The record seems clear that the Oregon State Highway Department failed to properly locate certain sewers crossing the site of the work, and that such sewers were damaged by the pile driving operations by the contractor, such damage required the pile driving operations to be suspended and delayed and interfered with the concrete construction in that the site was opened up and disturbed, making access difficult and resulting in an uneconomical construction procedure.

8. The contractor feels that the Oregon State Highway Department went beyond the intentions and specifications in requiring rubbed surface finish for formed concrete surfaces. The extent of this excessive requirement is difficult to analyse separately by specific areas. The contractor was obliged to return and refinish numerous areas which to all intent and purposes were already satisfactorily finished in accordance with the requirements of the specifications.

9. The contractor was definitely obliged to rub and apply surface treatment to formed concrete surfaces within areas specifically excluded by the specifications. Surface treatment was applied to these particular areas at the insistence and direction of the engineer at the site of the work and they included particularly the undersides of the structure in the vicinity of the underpass at Arthur Street. The result of this requirement is quite obvious on the ground at present.

10. Because of the abnormal conditions recited above which were not contemplated by the specifications, the concrete construction in general was delayed and the contractor was not permitted the re-use of sectional forms which could have been expected, and the work was delayed so that its' performance had to be accomplished in unfavorable seasons of the year and the contractor was obliged to accelerate its' performance under uneconomical conditions at considerable extra cost.

The extra costs are measured in the attached by a comparison of what the work actually cost as done against a fair and reasonable estimate of what the work would have cost, had not these interferences for which the State of Oregon is responsible occurred. The contractor claims $163,127.76 being the extra cost plus a reasonable profit.

COMPUTATION OF AMOUNT OF CLAIM FOR EXTRA COSTS OF CLASS "A" CONCRETE & PILONS, CURBS AND HAND RAIL POSTS

	Labor	Equipment	Expenses	Total
[illegible]				
3775.0 C. yds per actual [illegible] of the work as performed subject to conditions contrary to the contract	$		$26,601.	$26,601.
Per cost statement taken from cost records				
Per detailed calculation				
Total direct cost.	49,147.	500.	12,015.	$ [illegible]
Plus general expenses & [illegible] overhead at 12.36%				33,678.56
Per detailed calculation				
Total cost of work as performed	5,726.	2,000.	612.	8,338.
				$ 306,158.79
[illegible]				
Per detailed calculation				
Cost for [illegible] work could have been performed if contractor could have worked under conditions guaranteed by the contract per attached estimate	2,674.	-	-	2,674.
[illegible]				$ 160,509.00
at 3.0[illegible]/c.y.	9,000.	-	1,693.	10,693.
[illegible] hours considered because of [illegible] failure of the State to provide conditions guaranteed by the contract	-		710.	$ [illegible]
[illegible]				17,477.97
[illegible] a reasonable profit at 12%				
Per detailed calculation at 0.47/c.y.	310.	-	757.	1,067.
Amount of claim				$ 163,127.76
ESTIMATED TOTAL [illegible] COST For the work if constructed per contract conditions 42.90 c/y	$ 37,904.	$ 2,500	$ 72,388.	$142,352.
General Expenses & Overhead at 12.36% 5.30/c.y.				$ 17,657.
Total Cost of the work if constructed per contract conditions 48.20/c.y.				$160,509.

CLASS "A" CONCRETE & PILONS, CURBS & HANDRAIL POSTS

	Labor	Equipment	Expense	Total
READY MIX CONCRETE 3375.67 C. yds per actual billing at 7.99/c.y.	$	$	$26,601.	$26,601.
POSTS Per detailed calculation at 27.53/c.y.	49,147.	500.	42,015.	91,662.
PLACING CONCRETE Per detailed calculation at 2.50/c.y.	5,726.	2,000.	612.	8,338.
TROWELLED & FLOAT FINISHED Per detailed calculation at 0.803/c.y.	2,674.	-	-	2,674.
RUBBED FINISH Per detailed calculation at 3.052/c.y.	8,466.	-	1,693.	10,159.
FURNISH & INSTALL WATER STOP Per detailed calculation at 0.56/c.y.	1,141.	-	710.	1,851.
FURNISH & INSTALL EXPANSION JOINT Per detailed calculation at 0.47/c.y.	810.	-	757.	1,567.
ESTIMATED TOTAL DIRECT COST For the work if constructed per contract conditions 42.90 c/y	$ 67,964.	$ 2,500	$ 72,388.	$142,852.
General Expense & Overhead at 12.36% 5.30/c.y.				$ 17,657.
Total Cost of the work if constructed per contract conditions 48.20/c.y.				$160,509.

COPY

Contract #2767

ARTHUR KORTET CONSTRUCTION
Portland, Oregon.

CLAIM NO. 1.

Delay occasioned by the LaGrand Building not being moved to allow continuous work $290.01

It was expected that this building would be removed on or before May 15, 1946. [illegible] was started until June 10, 1946, thereby making it necessary to omit the driving in this [illegible] and return back later, causing a loss of one day's delay in [illegible]

LIST OF FIFTEEN CLAIMS SUBMITTED BY
MORRISON - KNUDSEN COMPANY AUGUST 20, 1947.

Amount of Delay:

1 Foreman	8 hrs at $1.90	$15.20		
1 Pile Operator	8 hrs at $1.90	15.20		
1 Boom man	8 hrs at $1.75	14.00		
4 Fillerwermen	32 hrs at $1.65	52.80		
2 Firemen	16 hrs at $1.40	22.40	119.60	
Taxes & Insurance 8.46%			10.14	
Pile driver rental 1 day			104.30	
			$234.04	
General Overhead Expense 12.36%			29.00	
Profit 10%			26.37	
Total Amount of this Claim			290.01	

COPY

Contract #2767

ARTHUR STREET OVERCROSSING
Portland, Oregon.

CLAIM NO. 1.

Delay occasioned by the LaGrand Building not being moved to allow continuous work $290.01

It was expected that this building would be removed on or before May 15, 1946. However, no work or removing was started until June 28, 1946, thereby making it necessary to omit the driving in this area and coming back later, causing at least one day's delay in moving driver, steam pipes, etc.

Amount of Delay:

1 Foreman	8 hrs at $1.90	$15.20		
1 P.D. Operator	8 hrs at $1.90	15.20		
1 Oiler	8 hrs at $1.75	14.00	1.50	
4 Pilebuckmen	32 hrs at $1.65	52.80	1.50	
2 Laborers	16 hrs at $1.40	22.40		119.60
Taxes & Insurance 8.48%				10.14
Pile driver rental 1 day	12.36%			104.00
				$234.61
General Overhead Expense 12.36%				29.00
Profit 10%				26.40
Total Amount of this Claim				290.01

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Contract #2767

Contract #2767

ARTHUR STREET OVERCROSSING
Portland, Oregon

CLAIM NO. 3.
CLAIM NO. 4.

Hand placing and tamping back fill $2,697.26
Re-excavating for 4 inch piling 29.66

At the northwest part of this structure the Contractor's re-excavation was necessary through no fault of the Contractor, which resulted in a loss in time and money.

1 Labor foreman	2 hrs. at $1.65	$3.30		
1 Compressor Operator	3 hrs. at 1.50	4.50		
1 Jackhammer Operator	3 hrs. at 1.40	4.20		
4 laborers	6 hrs. at 1.15	6.90	18.90	
14 Laborers	510 hrs at 1.27½	650.25	867.75	
Taxes & Insurance 5.23%			45.38	
Compressor rental 1-day at $3.00		1.50		
Jackhammer rental 1-day at $3.00		1.50		
Gasoline 6 gal. at $0.18	18 days at $3.30	1.08	4.08	
Dragline rental	12 hrs. at 10.09	322.88		
			$1,253.61	
General Overhead Expense 12.36%			2.96	
Profit 10%			3.60	
Total amount Total Amount of this Claim			$29.62	

COPY

Contract #2767

ALTER STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 4.

CLAIM NO. 3.

Change in plans requiring back fill above the bottom of concrete $1,672.26
Ramp, Sta. 1+43.30 and 15+20.00 . . . . . $ 3,446.75

At the northwest part of this structure the Contractor was required to hand place and tamp backfill. This was not a part of the original contract. Due to the, and necessitated several days work with the crawler crane and clam shell, operator and oiler at $1.85 per hr. $44.40
dump truck and 1 Vibrator operator for 31 hrs at $1.50 per hr 46.50
to move up and 1 Tamper operators for 79 hrs at 1.50 per hr 118.50
was backed up 1 Truck Driver and Labor. 6 hrs at 1.35 8.10
14 Laborers 510 hrs at 1.27½ 650.25 867.75

The purchase and fabrication of additional lumber was caused by lack of Change in backfilling was done. 45.38

Backfill Tamper rental 79 cu.yds. at 18 days at $3.30 $ 939.60
Form lu Compressor rental at 25. 18 days at 3.00 71.58
Fabrica Dragline rental at 100 12 hrs. at 10.09 1,1 439.88 2,764.45
$1,353.01

General Overhead Expense 12.36% 311.69
General Overhead Expense at 12.36% 167.33 3,136.14
$1,520.24

Profit 10% 310.61
Profit 10% 152.02
Total Amount of This Claim 3,446.75
Total amount of this claim $1,672.26

COPY

Contract #2762

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 4.

Change in plans requiring back fill above the bottom of concrete beams and girders and below the paving slab for ramp, Sta. 151+13.50 and 154+21.50 . . . . . $ 3,416.75

This extra work, not shown on plans or in specifications, was ordered by the Engineer in charge of the work, and necessitated several days work with the crawler crane and clam bucket, including operator and oiler, a 5 cu.yd. dump truck and driver, and finally for the crawler crane to move up and place the dirt between the T-Beams where it was packed and placed by hand labor.

The purchase and fabrication of additional lumber was caused by leaving forms in place when backfilling was done.

Backfill	73.72 cu.yds. at $12.50	$ 937.90	
Form lumber	11070 BM at $65.00 per M	719.55	
Fabricating Lbr.11070 BM at $100.00 M		1,107.00	$ 2,764.45
General Overhead Expense 12.36%			341.66
			$ 3,106.11
3 pilodrivermen	24 hrs. at 1.65	105.60	
Laborers	16 hrs. at 1.07	17.12	122.72
Profit 10%			310.61
Taxes & Insurance 8.6%			11.76
	Total Amount of This Claim		$3,416.75

Total Labor and Insurance for 1 span

Six spans at $150.43

Lumber	3400 FBM at $65.00	221.00	
Saw rental	10 hrs. at 2.50	25.00	
Dragging on lumber	3 hrs. at 3.00	9.00	255.00
			$120.43
General Overhead Expense 12.36%			14.89
			$135.32
Profit 10%			13.53
Total amount of this Claim			$811.91

OSPY

Contract #3787

ARTHUR STREET OVERCROSSING

Portland, Oregon

CHANGE NO. 4.

Change in plans varying thickness of roadway slab to accomplish superelevation on center line curve at Spans 14, 15, and 16. $1,491.91

Computations of the Engineer $1,907.04

Attention is called to Drawing #3331 showing a deck thickness of 7 inches above the steel girders. This item was bid on the assumption that the steel as fabricated by Schmitz Steel Company would be fabricated as detailed on drawing #3331 specifically in regard to camber. The steel was approved by the State Inspectors and our bearing plates under the steel were set according to the State's surveyed elevations. However, when the thickness of the deck was determined it was found that the thickness of concrete varied from 6¾" to 7 3/4" instead of being 7" according to check elevations taken by the State's engineers. This necessitated raising & wedging under the form at 5 foot intervals on the west portion of spans 14, 15 and 16, at a cost as follows:

1 PileDriver foreman	8 hrs. at 2.00	16.00	
8 pileDrivermen	64 hrs. at 1.65	105.60	
2 Apprentices	16 hrs. at 1.07	17.12	138.72
Taxes & Insurance 8.48%			11.76
Total labor and insurance for 1 span			$150.48
Six spans at $150.48			902.88
Lumber	3480 FBM at 65.00	226.20	
Saw Rental	30 hrs. at 2.30	69.00	
Drayage on lumber	3 hrs. at 3.00	9.00	
			304.20
			$1207.08
General Overhead Expense 12.36%			149.20
			$1356.28
Profit 10%			135.63
Total Amount of this Claim			$1491.91

COPY

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 7.

CLAIM NO. 6.

For reconstructing west dental forms for spans 14, 15 and 16 at the direction of the Engineer to provide excessive camber based upon the incorrect computations of the Engineer $1,907.04

After the west dental forms for spans 14, 15 and 16 had been built, the engineers contended that insufficient camber had been allowed. Despite the Contractor's Superintendent's protests, the engineers ordered the forms changed, which was done. It was later found, after the deck and sidewalk had been poured, that the Engineer's computations were incorrect since considerable of their calculated cambers still remained in the beam after the loads were applied.

pileDriver foreman	83 hrs. at 2.00	166.00	
pileDriverman	644 hrs. at 1.65	1,062.60	
apprentices	16 hrs. at 1.07	17.12	
saw operator	7 hrs. at 1.75	12.25	
welder	32 hrs. at 1.75	56.00	
			$1,313.97
Taxes and Insurance 8.48%			111.42
rental of saw	1 hrs. at 0.55	3.85	
rental of elec. welder	4 days at 3.00	12.00	
gasoline	80 gal. at 0.185	14.80	
acetylene	300 cu. ft.	6.00	
oxygen	2 cyls. at 1.71	3.42	
lumber	1000 FBM at 65.00	65.00	
nails	2 kegs at 6.25	12.50	
			117.57
			$1,542.96
General overhead expense 12.36%			190.72
			$1,733.67
Profit 10%			173.37
Total amount of this claim			$1,907.04

COPY

Contract #2767

ARTHUR SCHAT CONSTRUCTING

Portland, Oregon

CLAIM NO. 6.

CLAIM NO. 7.

Increased cost incurred by bridge contractor to provide Increased cost occasioned by change in plans by the providing for a specific pouring program for deck as shown in Spans 14, 15 and 16 ..... $2,241.46

Attention is called to drawings S229 and S231 dated September 7, 1946. The original plans, as bid, did not contain a specific pouring diagram which was detailed on the above-named drawings which forced considerable extra work upon the Contractor in bulkheading the deck in Spans 14, 15 and 16, involving ten separate pours. Normally six pours would have been made, as per the original plans as bid. Additional bulkheads involved by the revision total four. The extra work involved cutting the bulkheads to fit each piece of reinforcing steel on a skew greatly increased the cost of pouring the deck under this revision.

Piledriver foreman	20 hrs. at 2.00	$40.00	
saw operator	16 hrs. at 1.75	28.00	
Pileriverman	304 hrs. at 1.65	501.60	
apprentice	24 hrs. at 1.07	25.36	
Cost of making and placing 4 extra bulkheads			597.96
Taxes and insurance 8.43%			50.40
Labor cost for 10 separate pours		$2,130.82	
Equipment rentals for 10 separate pours		487.04	
Gasoline for 10 separate pours		110.08	
10 Separate pours		$2,727.94	
less 60% for 6 pours		1,636.76	1,091.18
Rental of band saw	2 days at 4.50	9.00	
Lumber 1.0 MBM	65.00 per M	65.00	74.00
			$1,813.54
General overhead expense 12.36%			224.15
			$2,037.69
Profit 10%			203.77
	Total amount of Claim		$2,241.46

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Contract #2767

Portland, Oregon

Portland, Oregon

CLAIM NO. 8.

Claim No. 9.

Increased cost incurred by bridge contractor to provide labor on day work because of change in plans by the S Entry and the Engineer's failure to provide site grading as such therein in the Specifications, plans, and proposal . . . . . $ 599.18

the provisions of the Contract. $27,911.34

There was no charge set up in the bid proposal for this work, it was to be done by the grading contractor between engineer stations 158+03.78 and 162+40.50. The work was not done by the grading contractor and it became necessary for the bridge contractor to do this work. Near loads as much as 1½ tons, or over 10 times that required by the plans

Supervisory	8 hrs. at 62.88½	23.08	
Crane Crew	1½ hrs at 3.15	45.68	
	50 hrs. at 1.15	66.70	
			135.46
Taxes, Insurance, etc. at 5.23%			7.08
Crane rental 1½ hrs		79.75	
Tractor rental 8 hrs. at 9.00		72.00	
Pit run gravel 127 cu.yd. at 1.50		190.50	
			342.25
			$484.79
Filing			59.92
			$544.71
			54.47
Total amount of this Claim		599.18	

On account of this work being unreasonable requirements, of which no accurate cost could be kept, the bridge contractor's total cost of such work, crane and a reasonable profit.

Resume of expenses:

Labor	9,816.02	64,278.85
Equip. Rentals	13,270.71	7,944.79
General Overhead Expense 10%		7,222.30
Profit 10%		$79,445.34
Total		
Payments Made		51,524.50
Total amount of claim		$27,920.84

COPY

Contract #2767

ARMOUR STEAMS OVERHOISTING

Portland, Oregon

CLAIM NO. 2.

Increased cost of pile driving operations because of excessive driving requirements by the inspectors and additional cost of splicing steel pilings, all beyond the provisions of the Contract. $27,918.84

This part of the work (pilestriving and splicing) was not up as per the plans calling for piles bearing loads from 10 tons to a maximum of 20 tons per pile. The inspector ordered the piles driven to bear loads of as much as 151 tons, or over 10 times that required by the plans.

On account of this unnecessary and unreasonable requirement, of which no accurate cost could be kept, the bridge contractor is entitled to the total cost of such work, plus the overhead expense and a reasonable profit.

Resume of expenses:

Piling	33,818.65
Miscellaneous Materials	3,413.84
Labor	9,816.02
Splicing Costs	3,950.03
Equip. Rentals	13,270.71
General Overhead Expense 12.36%	64,278.25
Profit 10%	7,944.79
Total	79,445.36
Payments Made	51,526.50
Total amount of claim	$27,918.84

COPY

Arthur Street Overcrossing (Cont'd)

Contract #2767

Item No. 10 (Continued) ARTHUR STREET OVERCROSSING

CLAIM NO. 20

Increased cost resulting from failure of the State to properly locate the Porter Street sanitary sewer line adjacent to the LaGrande building, thereby causing delay to the work and requiring more costly construction procedure. $17,554.15

It was ascertained by the Oregon State Highway Department that the LaGrande Sanitary Sewer House Connection had be plugged, caused by a steel piling, which resulted in extra work order No. 5, issued on September 24th, 1946, to repair home by rerouting. While repair operations on the above sewer were in progress it was discovered since the 12" main sanitary sewer had been plugged downgrade from LaGrande lateral connections pouring concrete.

Extra work order No. 5 was terminated and extra work order No. 6 was issued on December 24th, 1946 to repair 12" main.

Superintendent in charge of construction protested that the 12" main sewer could not be repaired at this time; however, engineer in charge insisted on procedure with new shaft, work order No. 6.

Overtime pay for Concrete finishers

Shaft was arrived and 12" main stopped at bent No. 13. Obstructions downgrade from the shaft were discovered and with this information the engineer in charge terminated the work on the shaft in conjunction with extra work order No. 6 on December 27th 1946, 12 o'clock noon.

Profit 10%

Exploration was authorized on January 2nd and 3rd, 1947, to investigate further obstructions within 12" main sewer from the 80 foot drop manhole and another obstruction was found 13 feet east of said manhole. The engineer in charge determined therefrom that the 12" main Porter Street Sewer should be abandoned north of Arthur Street manhole.

Price agreement to lay new sewer line in new location was issued January 31, 1947.

Since obstructions with reference to the 12" main Porter Street Sewer were indicated at bent Nos. 9, 10, and 11; it is the contractors contention that the sewer damage was entirely the Oregon State Highway Department's responsibility, as the piling were staked by the engineer in charge or his subordinates, apparently in line with the 12" Porter Street Sewer.

Between the dates September 24th, 1946, to January 31, 1947, the entire L-5 (East Side) of the bridge from bent #14 to bent #8 was tied up. Because of the aforementioned 12" sewer, and the contractor was not allowed to proceed with the construction of the East Side of bridge bents #8 and #14.

Contract #2767

ARTHUR STREET OVERCROSSING

Item No. 10 (Continued)

In the event that the contractor had been able to build this portion of the structure, the contractor in all probability would have been completed three (3) months sooner. In addition to this we would have saved considerable of the increase in cement finishers wages. The holding of construction on the east portion of the bridge also necessitated a revision in the planning of the job and entailed an additional method of pouring approximately 1500 cu.yds. of concrete with cranes and buckets whereas it was our original intention of utilizing the partial viaduct to carry premix concrete trucks onto the bridge and unload concrete from trucks into a hopper and from the hopper distribute concrete with buggies to the deck. $50,470.21

In addition, it was the contractors intention to pour curbs, sidewalks, parking strips, and handrail posts directly from premix trucks. This method of concrete handling was no longer possible since we were unable to complete the partial viaduct and east side of bridge within the time to fit our pouring schedule.

The equitable saving if the contractor had been allowed to carry out his original pouring schedule amounts to:

Crane rentals 306.75 hrs. at 4.50		$ 1,380.38
Operation expense of Crane (gas-oil-etc.)		306.75
Labor (Crane operators, oiler & 3 laborers)		2,095.90
Overtime pay for Concrete finishers		1,082.04
Saving on concrete pouring 1119.36 cu.yd. at $6.60		2,361.78
		$ 7,226.85
General Overhead Expense 12.36%		1,759.47
50% of $21,745.42		$ 8,986.32
Profit 10%		1,595.88
		10,582.01
Profit 10%		1,054.20
		$11,636.21

Total amount in this claim $50,470.21

COPY

Contract #2747

Contract #2747 [illegible]SING

Portland, Oregon

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 12.

CLAIM NO. 12 Additional Cost of finishing concrete surfaces. $23,652.38

Delaying the letting and issuing fully executed contract, [illegible] delaying the commencement of the work and subjecting [illegible] operations to most unfavorable weather and consequently higher labor costs, thereby increasing the cost by 100% over [illegible] $50,470.21

properly located, although they were constructed according to plans. The contract was awarded on December 27, 1945. However the fully executed contract was not sent out of Salem until March 30, 1946. This was a delay of three months. Had this contract been fully executed and the work started at the beginning of good weather in the early spring, the concrete work could have been completed before the unfavorable weather started in the following winter and the high payroll cost incurred during Feb., and March 1947, would have been avoided. Anticipating therefore claimed that 50% of this high labor cost and the equipment rentals, during the above mentioned three months, should be paid as a reasonable claim. as follows:

Total Finishing	Payrolls for Jan., Feb., and Mar. 1947		$ 78,610.11
	Equipment rentals		3,059.54
	Labor and Insurance	$36,553.09	$ 81,669.65
	Materials General overhead expense 12.36%	655.30	10,094.37
	Rentals and repairs	1,365.31	91,764.02
50% of $91,764.02			$45,882.01
	General overhead expense 12.36%		5,670.73
Profit 10%			$51,552.74
	Profit 10%		5,155.27
	Total amount of this claim		$50,470.21
	Total		$47,305.75

Estimated 50% more finishing work [illegible] than was the intent of the contract, Total amount of this claim $23,652.38

COPY

Contract #2707
ARTHUR STREET OVERCROSSING
Portland, Oregon

Portland, Oregon

CLAIM NO. 12.

Additional Cost of finishing concrete surfaces. $23,652.88

Increase in labor rates increasing cost of the work on account upon instructions from the State Engineers and Inspectors, more concrete finishing work was done than was the intent of the Contract; also, after several columns were completed it was necessary to chip off and/or build up those as they were found to be not properly located although they were constructed according to points set by the State Engineers and work progress checked by State Inspectors. $5,933.61

The estimate in the bid was set up for finishing as per the specifications and finishing on similar structures in the immediate vicinity. However, the Contractor was required to spend an unreasonable amount of time in polishing to a velvet finish far beyond anything that could be anticipated. This extra polishing resulted in a cost more than double what it should have been. For this extra work a claim for a part of the loss is set up as follows:

Total Finishing Costs:

Labor and Insurance	$36,553.89	
Materials and supplies	655.30	
Rentals and repairs	1,065.31	
General overhead expense 12.36%		$38,274.50
Profit 10%		4,730.73
Total		$43,005.23
Estimated 50% more finishing work done than was the intent of the Contract,		4,300.52
Total amount of this Claim		$47,305.75
		$23,652.88

COPY

Contract #6767

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 13.

CLAIM No. Increase in labor rates increasing cost of the work on account of delays and extra work not the fault of the Contractor: Labor, Cleaning and Painting of Steel Work. $5,933.61

Due to the many delays in completing the contract, which were not the fault of the Contractor, the additional cost was increased by an increase in labor rates, effective on Skilled Labor which increased the cost of cleaning 12% above what would have been necessary to do the work in accordance with Current Wage Rates

Jan 1, 1947

Pile drivermen, laborers and miscellaneous April 1, 1947

Labor and Insurance	$775.77	
Additional Cost of Labor [illegible]	85.00	
Taxes and Insurance [illegible]	3.75	
Rental of buffing machines	60.00	
Wire cup brushes	15.80	
		$4,425.53
		375.28
		$4,800.81
General Overhead Expense 12.36%	124.52	
	$924.52	
General overhead Expense 12.36%	103.31	
	$939.13	
Profit 10%		593.38
		$5,394.19
75% of $939.12		539.42
Total Amount of This Claim		$5,933.61
Profit 10%		74.19
Total Amount of this Claim		$216.04

Contract #6766

ARTHUR KRAUT CORPORATION

Portland, Oregon

CLAIM NO. 15

Additional cleaning and buffing of steel beams. $816.04

Before the final coats of paint were applied to the steel span girders, the Contractor was instructed by the State Engineers to buff the exposed surfaces with wire brushes, which increased the cost of cleaning 75% above what would have been necessary to do the work in accordance with the Contract.

Labor and Insurance		$735.77
Extra scaffold lumber 100 FBM at	65.00	
Extra nails at 50# at	.075	3.75
Rental of buffing machines		60.00
Hire cup brushes		15.80
		144.55
General overhead Expense 12.36%		$880.32
		108.81
75% of $989.13		$989.13
Profit 10%		
		$741.85
Total Amount of this Claim		74.19
		$816.04

[redacted]

Contract $2767

[redacted] STREET OVERCROSSING
Portland, Oregon

CLAIM NO. 25.

Additional cost of overhead due to delays caused by extra work orders and extra work as per claims submitted. $15,675.38

Due to contractor doing extra work orders and extra work for which claims have been made, the total cost of "General Overhead Expense" was greatly increased by the extra time consumed to complete the contract. The amount of this claim is based upon a percentage of the total "General Overhead" cost, which percentage is a ratio of the extra work done to the total cost of the completed contract.

[redacted]

[redacted] OF [redacted]

SUBMITTED BY MORRISON-KNUDSEN CO.

[redacted] OF [redacted]

OF

MORRISON KNUDSEN CO., INC.

PORTLAND, OREGON

TO

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

RECAPITULATION

Additional backfill below ramp station 151 13.50 to station 154 21.50	2,000.00
Varied deck slab thickness [illegible]	3,600.00
Inaccurate number calculations of [illegible] spans 14, 15, and 16	1,350.00
Additional bulk handling on [illegible]	8,000.00
Access road adjacent to west wall [illegible] station 162 20.50	3,000.00
Driving steel piling	11,767.00
Sanitary sewer changes	27,000.00
Contract award delay	16,900.00
Total amount of claim -	$96,617.00

MORRISON KNUDSEN CO., INC.

PORTLAND, OREGON

TO

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

MKNudsen
March 21, 1967

ARTHUR STREET OVERCROSSING

CONTRACT NO. 8767

RECAPITULATION

Additional backfill below ramp between Sta. 13+00.00 to station 15+ 15+ 17.50 to Station 15+ plus 21.50. While this additional work is not shown on our plans as bid, the extra work of back filling above the	$2,000.00
Yield due slab thickness specs 14, 15 and 16 per in charge necessitating a number of additional days work at the time bolt crane and clam shell	1,000.00
Discounts caused calculations on the next contract forms dated December 16 completion of the deck on the ramp, necessitating	1,250.00
Additional bulkheading on deck specs 14, 15 and 16	1,000.00
Approximately adjacent to east bulk station 3+0 00.75 to Station 15+ 00.50 ove, the contractor will leave the form lumber at a value of $30.00 per M. The cost of stripping said form lumber	3,000.00
Driving steel piling two extra sets, or about $775.00, under the contract as the, was exist as ordered by the Engineer in charge.	12,767.00
Sanitary sewer changes	27,000.00
Original contract price The sum of $10.00 per yard is accounted for in the method of handling the 200 extra cubic yards of backfill. Plus a crane rigged with a clam bucket and on the truck, hauled to the ramp and dumped. Then it was necessary to the material between the T-Beams, which was in reality a hand place backfill operation.	10,200.00
Total amount of claim -	104,617.00
	$2000.00

MEB:f
March 21, 1947

ARTHUR STREET OVERCROSSING

CONTRACT NO. 5767 2761

Additional back fill of earth berm below ramp Engineer's Station 151 plus 13.80 to Station 154 plus 21.80. While this additional berm is not shown on our plans as bid, the entire work of back filling above the bottom of the T-Beam as ordered by the Engineer in charge necessitated a number of additional days work with the link belt crane and clam bucket, the laboring the operator and oiler, a 5 cubic yard dump truck and driver, and delayed completion of the deck on the ramp, necessitating our purchase of 4,000 board feet of farm lumber at $60.00 per M. in order to transfer men to other work.

If the Engineer in charge allows the contractor to leave the form lumber in place on the above, the contractor will lose 7500 board feet of lumber at a value of $30.00 per M. The cost of stripping said form lumber will probably be triple the above cost, or about $775.00, under the conditions as they now exist as ordered by the Engineer in charge.

The additional backfill amounts to 200 cubic yards at $10.00 per cubic yard - $2000.00. The high cost of $10.00 per yard is accounted for by the method of handling the 200 extra cubic yards of backfill. First it had to be loaded with a crane rigged with a clam bucket and on to a truck, hauled to the ramp and dumped. Then it was necessary to clam the material between the T-Beams, which was in reality a hand place backfill operation.

Total amount of this claim - $2000.00

ARTHUR STREET OVERCROSSING

[illegible] CONTRACT NO. [illegible]

[illegible] CONTRACT NO. [illegible]

Attention is called to Drawing #8331 showing a deck thickness of 7" above the steel girders. This deck was bid on the assumption that the steel as fabricated by Schmitt Steel Company would be fabricated as detailed on Drawing #8331 specifically in regard to camber. The steel was approved by the State Inspectors and our bearing plates under the steel were set according to the State's surveyed elevations; however, when we determined the thickness of the deck by our screeds it was found that the screed height varied from 6¼" to 7 3/4" instead of being 7" according to check elevations shot by the state engineers. This variance necessitated the establishment of screed heights at 5' intervals on the west portion of spans 14, 15, and 16, at a cost of $500.00 per span or a total cost for 3 spans of $1500.00.

We can anticipate that a similar method of establishing screed heights will be imposed upon us for the east portion of spans 14, 15, and 16, at an equivalent cost of $500.00 per span or a total cost of $1500.00 for 3 spans, rather than the conventional method of measuring a constant 7" above the steel beams as set.

Total cost to the contractor for East and West portion of spans 14, 15, and 16 or 6 spans at $500.00 per span - $3000.00.

$3000.00

ARTHUR STEEL OVERCROSSING

CONTRACT NO. 2764

In connection with sheet (), the State Engineer insisted on the contractor altering the wood dental forms on spans 14, 15, and 16 after the bridge had been built. It was their contention that we had allowed insufficient camber in our forms to allow for deflections on beam #10. The latter were carried out despite the protests of the superintendent in charge, and it was found after these dentals and the sidewalk headed been poured that the Engineer's calculations were incorrect since a considerable of their calculated camber still remained in the beam after the load was applied to it. Alterations cost approximately $1350.00. caused in pouring the deck under this revision; cost the contractor $500.00 per bulkhead or $2000.00 to

Total amount of this claim - $1350.00

Total amount of this claim - $2000.00

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

Attached is refer to drawing #[illegible] and #231 dated 9/7/54. The original plans had not mention a specific pouring diagram which was detailed on the above named drawings which forced considerable extension upon the contractor in bulk handling the deck in spans 1by 16y and 16y involving two separate pours. Normally we would have poured the deck in one pouring as per the original plans in this. Additional bulkheads involved by the revision total four, which on the surface seem a minor item; however, the extra work involved cutting the bulkheads to fit each piece of reinforced steel on a skew and the inconvenience encountered in pouring the deck under this revision cost the contractor $500.00 per bulkhead or $2000.00 for the four bulkheads.

Total amount of this claim - $2000.00

Total amount of this claim - $2000.00

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

SUBJECT: ACCESS ROAD

It is the understanding of the contractor that the access road adjacent to the west retaining wall from Engineer's Station 158 plus 05.78 to Engineer's Station 162 plus 40.50 is a force account job in connection with the structure excavation for the west retaining wall footing which has been set up as a force account item. The yardage involved in this operation amounts to 600 cubic yards at $5.00 per yard - $3000.00, requiring the contractor to furnish the necessary equipment; namely, a crawler type crane with a clam bucket, a dozer, and a dump truck, together with necessary laborers, fuels, and general overhead plus a fair profit.

Total amount of this claim - $3000.00

In connection with the impeded progress of the driving and splicing of 4 foot sections of steel piling which after being spliced, were many times driven to a penetration of not more than 12" after the original set of said piling.

On the above and in addition, the above mentioned extra work, the contractor incurred a loss of $11,767.00 which he attributes directly to unnecessary driving and splicing operations.

Total sum of this claim - $11,767.00

lb:bf

[illegible] Street Overcrossing

Contract No. 2767

March 7, 1947.

According to and in line with his costs the contractor show a loss of $11,767.00 in driving steel piling as called for in Contract 2767.

It is the opinion of the contractor that he could have driven, which he has done many times, 9 piling per day; however, since the engineer in charge ordered the contractor to drive the piling a minimum of 45 blows to the inch with a seven ton Vulcan Steam Hammer, which in the estimate of the contractor is at least 25 blows more than necessary. The contractor under this handicap was forced to settle for five piling per day, approximately one-half of his anticipated production per day.

In connection with the impeded progress of driving was the additional splicing of 4 foot sections of steel piling which after being spliced, were many times driven to a penetration of not more than 12" after the original set of said piling.

On the above and in addition, the afore mentioned extra work, the contractor shows a loss of $11,767.00 which he attributes directly to the necessary driving and splicing operations.

Total sum of this claim - $11,767.00

Exploration was commenced on January 1st and prior 1947 to investigate [illegible] obstructions within 12' main sewer from the 24 foot drop manhole [illegible] obstruction was found to be west of said manhole. The engineer in charge determined that the 12" main former sewer should be abandoned north of Drake street manhole.

Prior agreement to lay new sewer line in new location was issued January 31st, 1947.

Since construction with reference to the 12" main sewer (steel pipe) was initiated on both the 4, 24, and 36 ft. by contractors employed by the Department of Highways and entirely was begun State Highway Department requirements, as the public were pleased by the engineer in charge or his subordinates, agreeing to line with the 12" sewer the sewer.

Permit was issued September 24th, 1946 to January 31st, 1947, the entire [illegible] (steel pipe) of the sewer line that is west of was laid up. Because of the above mentioned 12" sewer, and the contractor was not allowed to proceed with the construction of the new line of sewer until as in file.

ARTHUR STREET OVERCROSSING

Contract No. 2767

In the event that the contract [illegible] March 7, 1947. [illegible] portion of the structure, the contract in all probability could have been completed three (3) months sooner. This saving in time would have met the contract-

SUBJECT: Sanitary Sewer Damage involved in connection with Pile Driving Operations.

[illegible] a report contained in current [illegible] reports. The [illegible] up of construction of the west portion of the bridge also entailed

It was ascertained by the Oregon State Highway Department that the LaGrande Building Sewer House Connection had been plugged, caused by a steel piling, which resulted in extra work order No. 5 issued on September 24th, [illegible] to repair same by rerouting. While repair operations on the above sewer were in progress it was discovered the 12" main sanitary sewer had [illegible] plugged downgrade from LaGrande lateral connection.

Extra work order No. 5 was terminated and extra work order No. 6 was issued on December 26th, 1946 to repair 12" main. [illegible] method of concrete pumping was no longer feasible since we were under the Superintendent in charge of construction protested that the 12" main sewer could not be repaired at this time; however, engineer in charge insisted on procedure with new shaft, work order No. 6.

The resultant saving if the contractor had been allowed to carry out [illegible] Shaft was driven and 12" main tapped at bent No. 13. Obstructions downgrade from the shaft were discovered and with this information the engineer in charge terminated the work on the shaft in conjunction with extra work order No. 6 on December 27th, 1946 12 O'Clock noon.

Concrete Placing Costs [illegible] 15,000.00

Exploration was authorized on January 2nd and 3rd, 1947 to investigate further obstructions within 12" main sewer from the 80 foot drop manhole and another obstruction was found 19 feet east of said manhole. The engineer in charge determined therefrom that the 12" main Porter Street Sewer should be abandoned North of Arthur street manhole.

Rent [illegible]

Price agreement to lay new sewer line in new location was issued January 31st, 1947.

Since obstructions with reference to the 12" main Porter Street Sewer were indicated at bent No's 9, 10, and 11; it is the contractors contention that the sewer damage was entirely the Oregon State Highway Departments responsibility, as the piling were staked by the engineer in charge or his subordinates, apparently in line with the 12" Porter St. Sewer.

Between the dates September 24th, 1946 to January 31st, 1947, the entire L-5 (East Side) of the bridge from bent #14 to bent #8 was tied up. Because of the afore mentioned 12" sewer, and the contractor was not allowed to proceed with the construction of the East Side of bridge bents #8 to #14.

In the event that the contractor had been able to build this portion of the structure, the contract in all probability would have been completed three (3) months sooner. This saving in time would have cut the contractor's overhead expenses only $12,000. In addition to this we would have saved considerable of the increase in cement finishers wages. The holdup of construction on the west portion of the bridge also necessitated a revision in the planning of the job and entailed an uneconomical method of pouring approximately 1500 cu. yards of concrete with a crane and bucket, whereas it was our original intention of utilizing the partial viaduct to carry premix concrete trucks onto the bridge and unload concrete from trucks into a hopper and from the hopper distribute concrete with buggies to the deck.

In addition, it was the contractors intention to pour curbs, sidewalks, parking stripes, and numerous posts directly from premix trucks. This method of concrete handling was no longer possible since we were unable to complete the partial viaduct and east side of bridge on time to fit our pouring schedule.

The resultant saving if the contractor had been allowed to carry out his original pouring schedule amounts to 1500 cubic yds. at $10.00 per cu. yd. or $15,000.00

Overhead expenses	$12,000.00
Concrete Placing Costs	15,000.00
Total amount of this claim	$27,000.00

ARTHUR STREET OVERCROSSING

Contract No. 2767

March 7, 1947

Extra work encountered by contractor during winter months of 1946, 1947 caused by delay of the official award of contract #2767 known as Arthur Street Overcrossing.

Elapsed time for the above period was from December 27th, 1945, the unofficial awarding of contract #2767 by telegram, and February 28th on which day the contract was officially in order and acceptable to the contractor as a legal document.

During this period, Morrison-Knudsen Co., Inc., did not have in their possession a legal contract, to insure them that they were actually by law, the successful contractor. This two (2) months delay held up confirmation of his steel piling order which was the primary factor in expediting the job properly to insure the following conrete operations against costly delays.

The two months delay of the formal contract award plus the added 26th day steel strike from January 20th to February 15th, 1946, spread the loss of time, to the contractor, over a period of three (3) months.

As a direct result of the afore-mentioned loss of time, the contractor was forced to do the bulk of his concrete pouring operations during three (3) winter months which under the best of conditions, slowed down operations to one-half of normal weather output, which in our estimation extended the job one and one-half months at a payroll cost of about $30,000 per month, plus a rental of approximately $1000.00 per month.

Payroll costs - $30,000 per month for 1½ months -	$45,000.00
Rental " - 1,000.00 " " " "	1,500.00
Total amount of this claim	$46,500.00

RMB:f

RECEIVED
JUL 17 1950
FOR FILING

UI-306(5)
2767

July 13, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of June 12, 1950, requesting copies of price agreement No. 5 for applying cement paint in the amount of $200.00, Contract No. 2767, Project No. UI-306 (5), Front Avenue (Sheridan St.-Bancroft St.).

The price agreement referred to above was negotiated after completion of the contract work and, being in the nature of a settlement, was not submitted to your office for approval. Inclusion of this agreement in the final voucher was a mistake on our part and we suggest that you reduce the participating cost by $200.00. This would not affect the total amount claimed on the final voucher as there is considerable overrun on the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

RAJ:B

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 1600
PORTLAND 8, OREGON

June 12, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your final voucher assembly for Oregon Project No. UI-306(5) Front Avenue (Sheridan St.-Bancroft St.) lists approved price agreement number five for applying cement paint in the amount of $200.00 under contract number 2767.

In order to complete our files it is requested you submit copies of the agreement stating the date of approval by this office.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUN 2 1948
FOR FILING

Files

U7-241(5)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May June 1, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	6637	2767	14 -Final	Morrison-Knudsen Co Inc.	8,449.23	328918	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

We have your acceptance notice on file for this contract. - Apparently no time extension. Now required. aaw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD
6-1-1948

Approved _____
Secretary

RECEIVED
APR 8 1949
FOR FILING
UL 3065
2767

File

April 7, 1949

Pacific Telephone & Telegraph Co.
509 S. W. Oak St.
Portland, Oregon

Attention: Mr. Kelly, Construction Dept.

Gentlemen:

In line with a telephone conversation of this date between your Mr. Kelly and our Mr. Parsons we are attaching hereto a copy of the Agreement of November 26, 1945, with reference to certain backfill materials to be placed in Telephone Company trenches in the vicinity of the Arthur Street Viaduct.

Our Invoice No. 13398, dated April 1, in amount of $2,020.00, was submitted to your company requesting reimbursement for the amount paid the State's contractor, Marine Contractors, Inc., under Contract No. 2767, for placing the gravel backfill in accordance with your requirements.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

LEP:ow

Encl.

RECEIVED
APR 2 1948
FOR FILING

UI-3.06(5)

April 1, 1948

Fidelity & Deposit Co. of Maryland
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No. 2767 for the Arthur Street Overcrossing on Front Avenue in Portland, has been completed by the contractor, Morrison-Knudsen Company, and that final payment in the amount of $8,449.23 will be made on or after April 12, 1948.

The state is not advised of any unpaid claims for labor or materials of of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $275,782.60, of which amount $8,325.55 represents force account items. This contract was completed on June 30 and accepted by the Commission on July 22, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Clarence D. Porter, Agent
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD

4-1-48

FORM E-1812 10-47

RECEIVED
APR 1 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. N. CHANDLER, MEMBER
KLAMATH FALLS

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 30, 1948

March 23, 1948

NOTED
H. B. GLAISYER

Morrison-Knudsen Company, Inc.
[illegible] Broadway
Boise, Idaho
[illegible]vice Building,
Portland, Oregon

Dear Senator Pond:

Gentlemen:

I fully intended to contact you before this concerning the claim of Morrison-Knudsen Company, Inc., included on my [illegible]percent of the final estimate and the final voucher on [illegible] assigned to the Warner Street Overcrossing in Portland. I am also attaching [illegible] with copies of a price agreement covering the finishing of the [illegible] I direct side of the deck above the lower roadway in Spans No. 14, [illegible] No. 16. This price agreement has been included in the final estimate and voucher.

When you left the meeting the other day I told you that if the Commission [illegible] the final voucher, please sign five copies [illegible] and return with the voucher.

[illegible] would get in touch with you and request some further facts and information. The Commission, however, [illegible] decision with respect to the claim on the analysis and report furnished by the engineers and on the statements made by you and Mr. Peacock.

Very truly yours,

The Commission is of the opinion that with the exception of some small items concerning which the engineers have been instructed to further complete data the claim [illegible] G. S. Paxson Bridge Engineer. There are a few small items which I anticipate will not total more than $1,000 which the engineers [illegible] are computing and when the amounts have been determined these amounts will be included in the final estimate.

cc J. H. Devers
R. H. Baldock

[illegible] requested a copy of the report given the Commission by the Engineers [illegible] as soon as I get it I will mail it to you along with the final estimate or voucher.

Yours very truly,

NOTED
State Highway Engineer

J. H. Devers

JHD:fb

cc R. H. Baldock
H. B. Glaisyer
G. S. Paxson

3-K 3/11/48

RECEIVED
MAR 1
FOR FILING
OREGON STATE HIGHWAY COMMISSION

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Salem, Oregon
February 20, 1948
March 23, 1948

SUBJECT:

NOTED
H. B. GLAISYER

21-306(5)

#2767

Mr. R. H. Baldock,

Honorable Irving Rand,
1107 Public Service Building,
Portland, Oregon.

Dear Senator Rand:

I fully intended to contact you before this concerning the claim of Morrison-Knudsen Co., Inc., but so much work accumulated on my desk while I was absent at the Commission meeting and so many new assignments were given me as a result of the Commission's two-day meeting that I haven't been able to do anything with respect to the claim which you represent.

When you left the meeting the other day I told you that if the Commission was not satisfied with the facts it then had it probably would assign the problem to me for further report, and, if it did so, I would get in touch with you and request some further facts and information. The Commission, however, reached a decision with respect to the claim on the analysis and report furnished by the engineers and on the statements made by you and Mr. Peacock.

The Commission is of the opinion that with the exception of some small items concerning which the engineers have been instructed to furnish complete data the claim should be denied. There are a few small items which I anticipate will not total more than $1,000 which the engineers are computing and when the amounts have been determined those amounts will be included in the final estimate.

There are perhaps some items which could be justified, but I have requested a copy of the report given the Commission by the Engineer and as soon as I get it I will mail it to you along with the final estimate or voucher for the payment of those small claims.

Yours very truly,

J. M. DEVERS

JMD:PW

cc R. H. Baldock
H. B. Glaisyer
G. S. Parsen

RECEIVED

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20, 1948

SUBJECT:

To: Mr. R. H. Baldock,

Office.

Dear Sir:

I have read the report made by Mr. Paxson with respect to the claim of Morrison-Knudsen Company for additional compensation in connection with the contract for the construction of the Arthur Street Overcrossing in Portland. In my opinion the subject has been thoroughly analyzed and constructively presented to the Commission in this report.

There are many inconsistencies in the position taken by the claimant. For instance, the claimant has filed three separate claims, each inconsistent with the other. In one claim it urges compensation for a particular item and in the next claim abandons that or buries it under some other item. The total of the first claim filed is $96,617, while the total of the second claim filed is $153,669 and the last claim filed is $199,658.

I need not go into a lot of detail in expressing my opinion with respect to the claim. I think it sufficient to say that under all of the circumstances and the facts as related in the report the Commission is not liable and I would therefore recommend that the claim be rejected.

There are perhaps some items which could be justified, but those items are small in amount and if paid at all would be paid as a matter of compromise, but since they are small it would be idle to offer to compromise by the payment of those small claims.

Yours very truly,

J. M. DEVERS

JMD:PW

cc G. S. Paxson

RECEIVED
FEB 25 1948
FOR FILING

UI 306 (5)

February 24, 1948

Oregon State Highway Commission

Gentlemen:

Re: Extra Claims, Arthur Street Overcrossing
Contract No. 2767
Morrison-Knudsen Company, Contractors

The Morrison-Knudsen Company of Boise, Idaho, contractors for the construction of the Arthur Street Overcrossing on S. W. Front Avenue in Portland, have presented a claim for extra compensation, attached hereto, which, in my opinion, is so exaggerated and completely at variance with the true conditions that I have not thought it advisable to attempt any compromise of the claims in an attempt at settlement until after you have had the opportunity to thoroughly study the matter yourselves.

Bids on this project were opened by the State Highway Commission on December 14, 1945. Five bids were received as follows:

Marine Contractors, Inc.	$269,209.70
Kern & Kibbe	302,184.70
Birkemeier & Baremal	314,392.00
Gilpin Construction Company	335,040.50
Parker-Schram Company	349,666.50

The Engineer's estimate for reference in comparison of bids was $284,478.00.

The project was referred to the Engineer with authority to award to the low bidder when the right of way was cleared. The award was made to Marine Contractors, Inc., on December 27, 1945. The Marine Contractors, Inc. experienced difficulty with insurance for their workmen and requested permission to assign the contract to the Morrison-Knudsen Company of Boise, Idaho, with whom they are closely affiliated. This request was granted, subject to concurrence by the Public Roads Administration, which was received March 26, 1946, and fully executed contracts were sent the Morrison-Knudsen Company on March 30, 1946.

No claims for additional compensation were made during the progress of the work (other than those which are covered by Extra Work Orders and Price Agreements included in the estimates already paid the contractors) until April 17, 1947. The project was practically complete at that time; all work was completed on June 30, 1947.

On April 17, 1947, Mr. L. A. Peacock of the Morrison-Knudsen Company conferred with me and left a list of claims dated March 21, 1947, totaling $96,617.00. These claims were without supporting data and were sent to the field for analysis and check, which was completed on May 1, 1947. Conferences were scheduled with Mr. Peacock but cancelled at his request. On August 20, 1947 the Morrison-Knudsen Company presented a new list of claims totaling $153,669.26. Many of these claims were entirely new and additional analysis was necessary. On September 23, 1947, I was advised by the Morrison-Knudsen Company that they were presenting a new and different list of claims. These were received on October 8 and totaled $199,658.55. I am attaching hereto a tabulation showing the amounts of the claims presented on April 17, August 20, and October 8, and a copy of the claims presented October 8.

The total amount of the contract as awarded was $269,209.70. The final cost is $275,601.41, which cost is at the unit prices bid and includes Extra Work Orders and Price Agreements executed during the progress of the work. Of this amount $267,333.37 has been paid the contractor on monthly estimates. The State is holding 3 per cent of the final estimate in the amount of $8,268.04 pending acceptance by the contractor of the final estimate. The contractors' claim for extra compensation in the amount of $199,658.55 is 72.4 per cent of the total amount of the final estimate which has been offered as due the contractor in accordance with the contract.

I have given this matter very careful study. I can find no grounds upon which to recommend any substantial settlement. In the entire list of claims there are but two items which, even by the most liberal interpretation of the contract, could be considered as work performed beyond the requirements of the contract. As one of the items substantiating their claim for extra compensation due to excess cost of concrete, the contractors allege that the Engineer required a specific pouring procedure not shown on the plans. This pouring schedule required the installation of 136 linear feet of bulkhead which we estimate to have cost less than $100. In contrast, the pouring schedule used did not require the placing of 204 linear feet of bulkhead as shown on the plans.

The contractors also allege that they were required to finish areas of concrete surface excluded from such requirements by the specifications. This is true insofar as the surfaces of the underside of the deck above Arthur Street are concerned. The contractors were ordered to finish these surfaces and should be paid for the work. We estimate that this cost would not exceed a few hundred dollars.

These minor items are so insignificant in relation to the claims presented that there appeared to be little chance of making any settlement of the matter at that time and I so advised Mr. Peacock. I have asked the Chief Counsel to go over the contract with reference to claims submitted, and we will appreciate the opportunity of discussing the matter in detail with you before further negotiations are attempted.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1948

SUBJECT:

To: Mr. H. H. Baldock,
Stockton and Deposit Company
Office Building
[illegible], Oregon

Location: Mr. Clarence [illegible]

Dear Sirs:

We I have read the report made by Mr. Paxson with respect to the claim of Morrison-Knudsen Company for additional compensation in connection with the contract for the construction of the Arthur Street Overcrossing in Portland. In my opinion the subject has been thoroughly analyzed and constructively presented to the Commission in this report.

There are many inconsistencies in the position taken by the claimant. For instance, the claimant has filed three separate claims, each inconsistent with the other. In one claim it urges compensation for a particular item and in the next claim abandons that or buries it under some other item. The total of the first claim filed is $96,617, while the total of the second claim filed is $153,649 and the last claim filed is $199,658.

contractor against the [illegible]
tion are said need not go into a lot of detail in expressing my opinion with respect to the claim. I think it sufficient to say that under all of the circumstances and the facts as related in the report the Commission is not liable and I would therefore recommend that the claim be rejected.

There are perhaps some items which could be justified, but those items are small in amount and if paid at all would be paid as a matter of compromise, but since they are small it would be idle to offer to compromise by the payment of those small claims.

Yours very truly,

FAQ:dr

(Signed)
J. M. DWYER

JMD:FW

cc G. S. Paxson

RECEIVED
JAN 30 19[illegible]
FOR FILING

II I 3.6 (5)

January 29, 1948

Fidelity and Deposit Company
900 Failing Building
Portland 4, Oregon

Attention: Mr. Clarence D. Porter

Dear Mr. Porter:

We have your letter of January 28, in which you inquire as to the status of contract No. 2767 with Morrison-Knudsen Co., Inc. for the Arthur Street Overcrossing near Front Avenue in Portland.

Final payment has not been made on this job and the total contract price is, as yet, unknown. The job was completed on June 30, 1947, and accepted by the Commission on July 22, 1947. The latest estimate is dated June 15, 1947, and shows that the contractor had been paid $275,601.40 and the retained amount was $8,268.04.

It is our understanding that final payment is being held up pending the disposal of additional claims made by the contractor against the state. These claims for extra compensation are still a matter of controversy and final payment will not be made until they have been resolved.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ar

[illegible]yland Deposit Company

OF MARYLAND [illegible]

BURGLARY AND [illegible]
INSURANCE

[illegible] FAILING BUILDING
[illegible] & OREGON

[illegible]

RECEIVED
NOV 19 1947
FOR FILING

November 18, 1947

Fidelity and Deposit Company
900 Failing Building
Portland 4, Oregon

Attention: Clarence D. Porter, Manager

Gentlemen:

This is in reply to your letter of November 14, in which you inquired as to the status of contract No. 2767 with Morrison-Knudsen Company, Inc. for the Arthur Street Overcrossing on Front Avenue in Portland.

This contract was completed on June 30, 1947, and accepted by the Commission on July 22, 1947. The amount paid to the contractor is $267,333.37. There is still being held, pending final settlement, an amount of $8,268.04.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

CLARENCE D. PORTER
MANAGER

900-1-2-3 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE
ATWATER 8441

November 14th, 1947

Oregon State Highway Commission
Salem, Oregon

Attn - H. B. Glaisyer, Secy.

Dear Sir:

Re - Our Bond 4770897 - Morrison-Knudsen Co.,Inc.
Arthur Street Overcrossing on Front Avenue
in Portland - Contract #2767

Can you advise us at this time whether the contract covered by our bond as shown above has been completed, and if so, the date of completion and the final amount paid the contractor.

Your early advices will be appreciated.

Yours very truly,

Clarence D. Porter
Manager

DP

REFERRED TO
BY SECRETARY

FORM E-90 2SM 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 10, 1947

SUBJECT: Extra Claims-Arthur St. Overcro. ing

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

The report submitted on October 14, 1947, on the claims presented by the Morrison-Knudsen Company, contractors for the Arthur Street Overcrossing in Portland, gave a detailed analysis of the fifteen claims presented August 20, 1947. The claims submitted October 7, 1947, are essentially the same; in this submission, however, the alleged cost due to delay have been consolidated into a single item of "Extra Cost of Class A Concrete and Handrail Posts, Curbs and Pilons." The claims presented October 7 are divided into seven items.

Claim No. 1

Re-excavating for driving of piling near brick sewer. Amount $29.62

This claim is identical in subject and amount to Item No. 2 of the August 20 claims. A detailed analysis has been given on Page 6 of the report dated October 14. There is no basis for the claim in any amount.

Claim No. 2

"Handplacing and tamping backfill." Amount $1,567.81

This claim apparently covers the same work as was covered by Claim No. 3 of the August 20 list. The amount has been reduced by $104.45. The claim for labor is the same but they have reduced the time of tamper and compressor rental from 18 days to 5 days. A detailed analysis of this claim is given on Page 7 of the October 14 report. There is no basis for the claim in any amount.

Claim No. 3

"Change in plans requiring backfill above the bottom of concrete beams and girders and below paving slab for ramp, Station 151/13.80 and 154/21.80." Amount $3,416.75

This claim is identical in subject and amount to Claim No. 4 of the August 20 claims. A detailed analysis is given on Page 7 of the October 14 report. There is no basis for the claim in any amount.

Claim No. 4

"Increased cost incurred by bridge contractor to provide access to his work because of change in plans by the State, and State's failure to provide site grading as set forth in the specifications." Amount $652.56

This claim covers the same subject matter as Claim No. 8 of the August 20 list. The amount of the claim has been increased from $599.18 to $652.56. The claim for labor has been reduced from $135.46 to $113.25 and the claim for crane rental increased from $79.75 to $146.31. Tractor rental and gravel cost remain the same. No reason is given for the change in cost of labor and equipment rentals. A detailed analysis of the claim is given on Page 11 of the October 14 report. The specifications adequately cover this matter and no adjustment is due the contractor.

Claim No. 5

"Cost of excessive pile driving." Amount $30,113.69

This claim was presented in the August 20 list as Claim No. 9 in the amount of $27,918.84. In the August 20 claim the contractor claimed his actual cost of furnishing and driving the steel piles (Items 7 to 10, inclusive, of the contract) plus general overhead expense and an anticipated profit of 10%, and deducted from this amount the payments made under these items on the estimate. Apparently no claim was made in connection with the furnishing and driving of the treated timber piles (Items 5 and 6 of the contract). The claim submitted October 7 is based on the driving of all the piles (Items 6, 8, and 10 of the contract) and the items of furnishing piles, both timber and steel, are not mentioned. In this October 7 claim, the contractor has used a different method in computing the amount. He has listed his alleged costs of driving all piles and then subtracted from this an estimated amount which he says would have been the cost had he driven the piles the way he wanted to. To this difference he has added an anticipated profit of 20 percent. He does not give the details upon which he estimated the cost but in some way he arrived at a figure well below his bid amount. The comparison is as follows:

		Estimated Cost	Bid Price
Item No. 6 - Driving Treated Piles	each	$13.00	$18.00
Item No. 8 - Driving 10"x42# Steel "H" Piles	each	29.90	55.00
Item No. 10- Driving 12"x53# Steel "H" Piles	each	33.80	55.00

It should be noted that the bid price on December 14, 1945 was higher than his estimated cost in 1946, by 38.4% on the driving of timber piles, 83% on the driving of 10" steel piles, and 62.6% on the driving of 12" piles. In view of the increase in labor costs, it seems probable that his estimated cost is rather optimistic.

Regardless of his costs, actual or estimated, the contractor was not required to do anything not contemplated by the plans or specifications and is not entitled to additional compensation.. A detailed analysis of this claim is given on Page 12 of the October 14 report.

Claim No. 6

Additional cleaning and buffing of steel beams. Amount $750.46

This claim is the same as presented in Claim No. 14 in the August 20 list, except that the amount has been reduced from $816.04 to $750.46. The reduction is entirely in the labor cost. Although the labor cost has been decreased, the contractor's guess as to the cost of the alleged extra cleaning has increased. In the claim submitted August 20, he alleges that the cost of cleaning the steel was 75 percent more than it should have been. In the October 7 claims, this increase in cost has grown to three times his idea of the amount it should have been. A detailed analysis of the claim is given on Page 14 of the October 14 report. No additional payment is due the contractor.

Claim No. 7

Extra cost of Class "A" Concrete and handrail posts, curbs, and pilcas.

Amount $163,127.76

This claim, in the form now presented was not included in the August 20 list. It is, however, in fact a consolidation and inflation of the Claims No. 1, 5, 6, 7, 8, 9, 10, and 22 of that list. In presenting this claim the contractor lists ten reasons why, in his opinion, the State has violated the contract and by doing so has unreasonably increased his costs. These ten reasons are set forth under "Claim No. 7," of the October 7 list. A copy is attached to the report of October 14.

These ten allegations are all advanced in support of his contention that his costs for concrete were increased by reason of delay, interference with his planned procedure, and the requirement of a higher standard of work than should have been reasonably expected. The subject matter of these reasons, except for Reason No. 9 is identical with some one of the claims presented in the August 20 list.

Reason No. 1 - Delay due to pile driving.

The contractor claims that his concrete work was delayed and impeded because of the excessive time required in driving the piles. This has been fully discussed under Claim No. 9 of the August 20 list and under Claim No. 5 of the October 7 list. The contractor was not required to do any work in connection with the pile driving that was not necessary to get the penetration called for on the plans. Any delay to concrete work caused by pile driving was part of the job and not reasonable grounds for additional compensation.

Reason No. 2 - Failure of State to remove LaGrand Building.

An analysis of this matter has been given in the discussion of Claim No. 1 of the August 20 list on Page 5 of the October 14 report. The specifications clearly preclude additional compensation by reason of the delay in removing this building.

Reason No. 3 - Revision to accomplish superelevation of roadway curves.

No revision was made in the superelevation of the deck. The contractor is apparently referring to the change in slab thickness necessary to correct the crookedness of the steel beams in Spans 14, 15, and 16. This matter is covered in the analysis of Claim No. 5 on Page 8 of the October 14 report. The work was occasioned by normal imperfections in the material furnished by the contractor and is not chargeable to the State in any way.

Reason No. 4 - Revision of west dental forms.

This matter is identical with Claim No. 6 of the August 20 claims and has been fully discussed under that claim in the October 14 report. The contractor states that the engineer's computations were incorrect. This was not the case. Elevations of the completed curb and dentals have been determined recently. The finished structure is as nearly to the plan grade as can be expected. The revision of these dental forms was fully warranted.

Reason No. 5 - Providing a specific pouring schedule.

The requirement of placing the deck on Spans 14, 15, and 16 in five sections rather than three is not called for on the plans. If it could be shown that the contractor was seriously delayed or put to additional cost, an adjustment would be justified. The matter has been carefully analyzed, however, and it does not appear that any delay was occasioned. The cost of the extra bulkheads was more than balanced by the cost of a longitudinal bulkhead which was shown on the plans but not required of the contractor. The matter has been fully covered in the analysis of Claim No. 7 of the October 14 report.

Reason No. 6 - Failure of State to grade site.

This matter has been fully discussed under Claim No. 8 on Page 11 of the October 14 report. The specifications clearly provide that non-completion of this grading will not entitle the contractor to extra compensation of any kind. As a matter of fact, the contractor was not delayed or forced to use any particular method of work in his construction operations. He was given an Extra Work Order to do the grading which the road contractor was supposed to have done and was paid for this work.

Reason No. 7 - Delay due to sewer repair.

This matter has been fully discussed under Claim No. 10 in the October 14 report. The contractor undoubtedly suffered some loss due to interference with his other operations by the sewer repair work. The time during which this interference persisted could have been materially reduced had the contractor cooperated more fully in the repairs. It finally became necessary for the State to hunt up another contractor to subcontract the repair work. If the sewer work was causing the contractor the loss that he now alleges, it should be reasonably assumed that he would have been anxious to get the work done quickly. He was apparently not particularly worried about the matter at that time and we were informed several times by the job superintendent that he was not ready to do the work in the area tied up by the sewer repairs. The cost of the sewer repairs was paid by the State. There is no evidence that serious delay was occasioned by the work.

Reason No. 8 - Excessive surface finish.

This is discussed under Claim No. 12 of the October 14 report. No extraordinary surface finish was required. In fact, the job as finally accepted was not up to the standard usually required.

It should be noted that the contractor has attempted to set up the surface finishing of concrete as a reason for delay in the concrete construction. The finishing of the surfaces is done after the structure is otherwise complete and cannot in any way modify the methods used in building form work or placing concrete.

The contractor was not called upon to produce results which were unreasonable and this contention should not be considered.

Reason No. 9 - Concrete finish on underside of structure.

This claim was not previously presented in either the March 21 or the August 20 lists. There is some extra compensation due the contractor for work not called for in the specifications. The specifications in the last paragraph of Article 2.5.22 on page 38 have the following provision:

"The underside of the deck slab between outside girders and the surfaces of interior girders will not be finished unless it is found necessary to patch such surfaces, in which case the surfaces shall be brought to an even color."

Under this provision the contractor was not required to do any surface finish on the underside of the deck unless gravel pockets which required patching were present. There were no pockets large enough to require patching in the underside of the deck in Spans No. 14, 15, and 16. These spans are over, or immediately adjacent to, the roadway of Arthur Street

and are easily visible from vehicles using this road. The contractor was directed to give the lower slab surface a paint coat of lime-cement mortar to produce an even color. No rubbing was done; the material being put on with a brush. The total cost could not have exceeded $200.

The contractor should be paid a reasonable sum for this work. It is not a proper basis for any claim for delay in the concrete work, as this surface finish was done after all other work was completed.

Reason No. 10 - Delay in concrete construction.

Under this heading the contractor ties in the alleged delays cited in Reasons 1 to 9 and contends that the concrete construction in general was delayed. Specifically he alleges that: (1) He was not permitted the re-use of sectional forms; and (2) The work had to be done in unfavorable seasons of the year.

Even if the delays alleged had occurred, his statement that he was prevented from re-using sectional forms is not logical. The re-use of sectional forms is dependent upon sufficient time elapsing between concrete placing to permit the concrete to set and the forms to be removed and set up again. The more slowly a job goes, the more opportunity there is for the re-use of sectional forms.

The contractor's statement that the delays listed required the performance of the work in unfavorable seasons of the year is likewise not borne out by an examination of the circumstances. Bids were opened on this project on December 14, 1945. The history of the delay of award until March 30, 1946 is given in detail in the October 14 report. This delay was certainly not the fault of the State, but was due entirely to the assignment of the contract as requested by the contractor. This delay occurred during the months of January, February and March of 1946. During this time when the contractor could not work, the weather could not be considered as favorable. The time of completion specified in the contract was December 31, 1946. Assuming that the project would have been completed in the year allowed, the completion date would have been March 31, 1947, due to the delay in award. The contractor would have worked through the winter of 1946-47 in any event. Work was actually completed on June 30, 1947 so that an over-run of time put the work into April, May and June of 1947 when favorable weather conditions prevailed.

An analysis of the reasons upon which the contractor bases this Claim No. 7 has been given above. There does not appear to be any particular merit in them. The amount of the claim is arrived at in an arbitrary manner. The contractor has given a figure which is presumably his gross cost for the concrete items and has then set up an estimate which he says the work should have been done for. The difference between these two amounts is his claim. The gross cost of concrete which he has shown

is at the rate of $92 per cubic yard and his estimated cost is $48.20 per cubic yard. Even though all the delays which he claims had occurred, this difference could not possibly be accounted for. If his costs are that high, gross mismanagement is indicated.

After a careful study of this entire claim, no justification can be found, and it is recommended that it be rejected in its entirety. A reasonable adjustment should be made covering the cost of the mortar paint coat applied to the underside of the deck slab in Spans 14, 15, and 16. This cost could not have exceeded $200.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:ED

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November 5, 1947

Morrison-Knudsen Company, Inc.
319 Broadway
Boise, Idaho

Gentlemen:

Mr. Persson has recently given me an analysis of your claims for extra compensation on the Arthur Street Overcrossing in Portland. This is the third set of claims which has been submitted by your company on this project, and the differences in these sets of claims have rendered their investigation rather difficult. I am now working on this matter and will in the near future arrange a date for a conference with you concerning them.

Very truly yours,

R. H. Baldock
State Highway Engineer

CEP CH
cc O. S. Persson

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October 30, 1947

Mr. Louis A. Peacock
Morrison-Knudsen Company, Inc.
2516 S. W. First Avenue
Portland 1, Oregon

Dear Sir:

In response to your communication of October 22, advise that a few days ago Mr. Paxson placed on my desk a set of your revised claims for Contract No. 2767.

In the near future I will make a close study of these claims and then discuss the matter with you soon thereafter.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc: G. S. Paxson

October 22, 1947

Subject: Arthur Street Over-
crossing in Portland

Mr. G. S. Paxson, Bridge Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

On October 7 this office forwarded to you a set of revised claims for Contract #2767.

Since we have not even received an acknowledgement in receipt of these claims we are wondering if they have been received by your office and if so what disposition has been made.

Will you kindly advise.

Yours very truly,

MORRISON-KNUDSEN COMPANY, INC.

Louis A. Peacock

Louis A. Peacock

LAP/low
cc: R. H. Baldock, State Engr. -
J. B. Bonny
C. R. Shinn

RECEIVED
OCT 2 1947
STATE HIGHWAY COMMISSION

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FORM E-30 REV 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 14, 1947

SUBJECT: Extra Claims - Arthur St. Overcrossing

To:
Mr. R. H. Baldock
State Highway Engineer
O f f i c e

L

Dear Sir:

The Morrison-Knudsen Company have submitted claims for extra compensation on their contract No. 2767 for the construction of the Arthur Street Overcrossing. These claims were first submitted by Mr. L. A. Peacock at a conference held in Mr. Baldock's office on April 17, 1947. He left with us a list of claims dated March 21, 1947, which totaled $96,617.00. He was told that these would be investigated and another conference would be held.

These claims were in lump sum amounts without any supporting data and were difficult to check. Our check was completed May 1, 1947, and a conference was arranged with Mr. Peacock. This conference was cancelled at Mr. Peacock's request, and a conference scheduled for May 29. This was again cancelled. On August 20, 1947, a representative of Morrison-Knudsen called at this office and left a new set of claims. There were 15 of these claims totaling $153,669.26. Since many of these were entirely new, they were sent back to the field for check. These were returned September 9 and were being studied when we were advised under date of September 23 that the matter was being reconsidered and that a new draft of claims would be submitted. These were received on October 8. The total amount was $199,658.55.

In this third set of claims, the claims of the second set which were based on delays and additional concrete costs were consolidated into one item (No. 7 in this list), which totaled $163,127.76. Six of the claims of the second set were listed separately although in different amounts than previously submitted. The following is a record of the claims submitted:

RECORD OF CLAIMS SUBMITTED

Claim No. Mar. 21	Claim No. Aug. 20	Claim No. Oct. 7	Nature of Claim	Amount Mar. 21	Amount Aug. 20	Amount Oct. 7
	1		Delay by LaGrand Building		$ 290.01	
	2	1	Re-excavating for 4 piles		29.62	$ 29.62
	3	2	Handplacing backfill		1,672.26	1,567.81
1	4	3	Backfill above beams	$2,000.00	3,416.75	3,416.75
2	5		Change in deck forms	3,000.00	1,491.91	
3	6		Change in dental forms	1,350.00	1,907.04	
4	7		Change in pouring schedule	2,000.00	2,241.46	
5	8	4	Delay due to grading of site	3,000.00	599.18	652.56
6	9	5	Excessive driving of piles	11,767.00	27,918.84	30,113.69
7	10		Delay due to sewer repairs	27,000.00	17,554.15	
8	11		Delay in award of contract	46,500.00	50,470.21	
	12		Additional concrete finishing required		23,652.88	
	13		Increase in labor rates		5,933.61	
	14	6	Cleaning structural steel		816.04	750.46
	15		Additional overhead cost		15,675.30	
		7	Additional cost of concrete			163,127.76
			Totals	96,617.00	153,669.26	199,658.55

The claims submitted August 20 have been thoroughly studied and, since they are more detailed than those submitted October 8, an analysis is given. The consolidated claim, No. 7 in the October 8 list, is apparently based on the same grounds as the claims made on August 20 but omitted from the October 8 list.

Attached are copies of the three sets of claims.

Bids on this project were opened by the State Highway Commission on December 14, 1945. Five bids were received, as follows:

Marine Contractors, Inc.	$269,209.70
Kern and Kibbe	302,184.70
Birkemeier and Saremal	314,592.00
Gilpin Construction Co.	335,040.50
Parker-Schram Co.	349,666.00

The Engineer's estimate for reference in the comparison of bids was $284,478.00.

The right-of-way settlement on the LaGrand property at the northwest corner of the intersection of Front Avenue and Arthur Street had not then been completed, and the Highway Commission referred the project to the State Highway Engineer with authority to award the project to Marine Contractors, Inc., at their low bid of $269,209.70 when the right of way had been cleared up. The acquisition of the right of way had advanced to the point where we had the right to take possession on December 26, 1945, and concurrence in the award by the Public Roads Administration was requested and received on December 27, 1945. The award was made by the State Highway Engineer on that date, and the Marine Contractors, Inc., were sent the following telegram dated December 27, 1945: "Contract for Arthur Street Overcrossing awarded this date." signed Oregon State Highway Commission by G. S. Paxson, Bridge Engineer. Four copies of the contract were sent to Marine Contractors, Inc., by express the same day and in the letter of transmittal their attention was called to the provision in the specifications (Article 1.7.18) which requires the contractor to accept the terms of the Workman's Compensation Act and to carry on his work under the provisions of that law.

Marine Contractors, Inc., did not sign and return the contracts. Some time in January 1946 they contacted Mr. McCullough and told him that they had overlooked this provision and that since most of their work was on Marine projects they were carrying Marine insurance. The State Industrial Accident Commission would not accept this one project alone but required that Marine Contractors, Inc., place all their land operations with them. Marine Contractors, Inc., felt that this was impracticable and intimated that they would request approval by the Highway Commission of an assignment of the contract to the Morrison-Knudsen Company.

The request for approval of the assignment of contract was presented to the Highway Commission at their meeting on February 25, 1946. The minutes of that meeting contain the following:

"The Commission had under discussion the proposed assignment by Marine Contractors, Inc. to Morrison-Knudsen Company, Inc. of its contract for the construction of the Arthur Street Viaduct, Portland, which was awarded to them by the State Highway Commission on December 27, 1945. It appeared from the discussion that Marine Contractors, Inc. cannot comply with the Commission's requirements with respect to the Oregon Workmen's Compensation Act without disrupting its entire insurance set up, its operations for the most part being of such a nature that it has to carry marine insurance, and if it is now required to carry insurance with the state it will make a duplication of expense, which can be avoided if the contract is assigned to the Morrison-Knudsen Company inasmuch as this company is now operating under the protection of the Workmen's Compensation Act. The Engineer recommended approval of the assignment. The Chief Counsel concurred. Following discussion, Commissioner Schaupp moved that the Commission approve the assigning of this contract subject to the approval of the Public Roads Administration. The motion was seconded by Commissioner Chessman and carried by the unanimous vote of the Commission. The matter was referred to the Commission's Chief Counsel to handle the details."

The assignment of the contract to the Morrison-Knudsen Company is dated February 28, 1946, and was approved by the State Highway Commission March 28, 1946. The approval of the Public Roads Administration was secured on March 26, 1946. Fully executed contracts were sent Morrison-Knudsen Company on March 30, 1946.

This project was bid in December 1945 at a time when material and labor costs were very uncertain. The work was done in 1946 and the first part of 1947. The prices bid for the several items of the contract are much lower than the prices received for similar work in 1946 and 1947. A fairly good comparison on most of the items may be made with the Sheridan Street-Bancroft Street Section, which is immediately to the south of Arthur Street and which was awarded to the Kuckenberg Construction Company on February 20, 1947.

		Unit Prices	
Item	Unit	Arthur Street	Sheridan-Bancroft Section
Structural Excavation	cu.yd.	$3.00	$4.00
Furnish Treated Piles	lin.ft.	1.15	1.50
Drive Treated Piles	each	18.00	25.00
Class A Concrete	cu.yd.	30.00	50.00
Metal Reinforcement	lb.	0.06	0.08
Metal Handrail	lin.ft.	8.00	8.00

Due to low prices, uncertain material supply, inefficient labor, and high costs both for labor and material, the contractors lost a substantial sum on the project. We have not examined the contractors' books but have been told that the loss was between $150,000 and $200,000. Some of this loss was, undoubtedly, due to mistakes in management made by the contractors, but the greater part was due to causes beyond their control such as slow and uncertain delivery of materials and the poor quality of the labor available.

The "Specifications and Contract Agreement for Highway Bridge Construction," issue of August 1, 1939, which is a part of the contract documents for this project, in Article 1.5.11, page 8, has the following provision covering disputed claims:

"In any case where the contractor deems extra compensation is due him for work or materials not clearly covered in the contract or not ordered by the engineer as an extra as defined herein, the contractor shall in writing notify the engineer of his intention to make claim for such compensation before he begins the work on which he bases the claim. If such notification is not given or the engineer is not afforded proper facilities by the contractor for keeping strict account of actual cost, then the contractor hereby agrees to waive the claim for such extra compensation. Such notice by the contractor, and the fact that the engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. In case the claim is found to be just, it shall be allowed and paid for as an extra as provided herein for extra work, or it shall be allowed and paid under a supplemental agreement to be entered into between the parties to the contract."

During the progress of the work the contractors did not notify the engineer in writing of any intention to file claims for extra compensation and no record of the contractors' costs upon which they now base their claims was made by the engineer. From time to time the contractors' superintendent or foremen discussed details of construction with our Resident Engineer. No more objection to the requirements was made than is usual on a construction job. At no time was any intimation given that these objections would become the basis for extra claims.

In my opinion the claims submitted by the Morrison-Knudsen Company are an attempt to recover a part of their losses. I can find little, if any, basis for any of them. The following is detailed discussion of each claim included in the list submitted August 20:

Claim No. 1. "Delay occasioned by the LaGrand Building not being moved to allow continuous work." Amount, $290.01

The LaGrand Building occupied the northwest corner of the intersection of Front Avenue and Arthur Street. The east side of this building was removed to provide room for the bridge. This removal and rebuilding was done by the owner, Mr. John LaGrand.

Our contract for the construction of the bridge provides, under "Schedule of Operations" on page 4 of the supplemental specifications, as follows:

"It is expected, but not guaranteed, that the removal of buildings by others and the work to be done by the grading contractor, as hereinbefore specified, will be completed on or before May 15, 1946.

"In case this schedule is not met and due entirely to that reason it becomes impossible for the bridge contractor to complete his work within the specified time limit, the time for the completion of the work will be extended by whatever number of days the work is delayed on that account. Noncompletion of the work to be done by others within the expected time will not, however, relieve the contractor from his obligation to complete all work specified to be done under the contract, nor will such noncompletion entitle him to extra compensation of any kind."

The possible delay in the removal of the LaGrand Building was foreseen and provided for in the above specifications. An extension of time to complete the work was granted the Morrison-Knudsen Company without penalty. Under the specifications no allowance for the delay should be allowed.

At the time this work was going on the Morrison-Knudsen Company were using land owned by Mr. LaGrand at First Avenue and Arthur Street for their plant setup. Mr. LaGrand allowed the use of this land without charge. Mr. LaGrand was attempting to coordinate his building work with the bridge work. Mr. LaGrand has told Mr. J. T. Skelton, our Resident Engineer, that he offered to completely remove the building at any time but was told by Mr. L. W. Tholen, the job superintendent, not to bother, that they had plenty of other work to do and that they would notify him in plenty of time.

In view of the specifications and the attitude of the superintendent in charge of the job, I recommend that this claim be rejected.

Claim No. 2. "Re-excavating for 4 inner piling." Amount, $29.62

This claim is made for excavation at Bent No. 2, which is on the northbound ramp from Arthur Street to Harbor Drive. The necessity for this work was entirely the contractors' responsibility. The rough excavation was made with a dragline leaving high banks on each side of the footing excavation. The contractors did not install any bracing or shoring. While driving piles, the vibration from the driving loosened the material and caused it to slide into the hole. The cost which they are claiming was incurred in cleaning out this material. It could have been avoided by proper shoring and cribbing, for which they were paid under the contract. The claim should be rejected.

Claim No. 3. "Hand placing and tamping backfill." Amount, $1,672.26

This claim is quite indefinite as to location. Our specifications require all backfills to be well compacted. This is covered by Article 2.1.7 on page 22 of the Specifications and Contract Agreement for Highway Bridge Construction, the second and third paragraphs reading as follows:

"All spaces excavated and not occupied by abutments, piers, or other permanent work shall be refilled with earth up to the surface of the surrounding ground, with a sufficient allowance for settlement. All backfill shall be thoroughly compacted and, in general, its top surface shall be neatly graded.

"The fill behind abutments, retaining walls, and wing walls of all bridge structures shall be deposited in horizontal layers and well compacted. Special precautions shall be taken to prevent any wedging action against the masonry, and the slope bounding the excavation for abutments, retaining walls, and wing walls shall be destroyed by stepping or serrating to prevent wedge action. Jetting of the fill behind abutments and wing walls will not be permitted."

Some back fills are so situated that only hand placing and tamping are practical. We do not, in general, specify the methods to be used but insist that the material be properly compacted. In this case our Resident Engineer states that he did not direct the contractor to hand place and hand tamp the material. He did call the superintendent's attention to the necessity for proper compaction. The superintendent decided on the method to be used and , in our opinion, chose the most practical method.

The contractor did nothing not called for in the specifications and is not entitled to additional compensation.

Claim No. 4. "Change in plans requiring back fill above the bottom of concrete beams and girders and below paving slab for ramp, stations 151+13.80 and 154+21.80." Amount, $3,416.75

There was no change in plan made on this section of the bridge. The plans for the structure (Drawing No. 8320 attached) show a typical cross section of the structure in the section in question. This shows the completed cut or fill slope extending out from the face of the beam 4.3 feet at the elevation of the bottom of the beam. In making the excavation for the beams the contractor cut below this line to get room for forms. He placed the concrete in the beams and elected to make the backfill before the deck forms were built. In placing this backfill he used a clam shell bucket. The method used was entirely at the option of the contractor. In this claim he alleges that we required the material to be placed above the elevation of the beam bottoms. This was not the case. On May 15, 1947 our Resident Engineer carefully measured the backfill and found a total of 18.79 cubic yards actually above this elevation. This came about because we had not required the contractor to fine grade the surface

to the exact line shown. In dumping the material with the bucket, an uneven surface was formed.

The total amount of material placed is less than we call for on the plans. Our measurements show that the average width of the backfill at the elevation of the bottom of the beams is only 2.44 feet, whereas we show a width of 4.3 feet. If the plans are to be exactly followed, any adjustment should be against the contractor rather than in his favor.

Claim No. 5. "Change in plans varying thickness of roadway slab to accomplish superelevation on center line curve at Spans 14, 15 and 16." Amount, $1,491.91

The three spans in question are the steel girders near the south end of the structure, Span 15 being the crossing of Arthur Street. These steel girders are heavy beams made at the steel mills in one piece. They are 33 inches deep and weigh 125 pounds per foot of length. The steel mills are never able to roll these beams exactly straight. The fabricators cannot straighten them, and it is necessary to use such members as they come from the mill, making up for the irregularities by varying the lighter members which attach to them or, in the case of beams supporting decks, by varying the thickness of the deck, as was done in this case, or by varying the elevation of the deck forms.

The State does not guarantee the straightness of such members and the contractor is plainly told that such is not the case. This matter is covered in Article 1.5.3 on pg.6 of the Specifications and Contract Agreement for Highway Bridge Construction, in which the following paragraph is given:

"It is expressly understood that the approval by the engineer of working drawings or shop drawings submitted by the contractor or his agents relate to the requirements for strength of sections and connections, and such approval will not relieve the contractor from responsibility for errors in details, dimensions, or quantity of materials. Material improperly fabricated shall be replaced or modified at the contractor's expense."

The contractor selects his own source of material supply, in this case the Schmitt Steel Company, and must make his own adjustments for improper fabrication. The variation of three-fourths inch each way from a straight line is more than usually occurs, but we have had girders that were farther out of line.

The contractor's claim is for wedging up forms. While we might have been justified in requiring the forms to be adjusted, we did not do so but allowed him to vary the elevation of the guide strips, or screed rails, which control the upper surface of the deck. These strips are light wooden members supported by legs. They are removed as the concrete is placed. The total amount of lumber in these strips would not exceed 200 F.B.M. It is noted that the contractor is claiming 3,480 F.B.M.

In erecting the steel beams, the contractor placed them wrong end to, even though they were properly marked by the fabricator. To save him the cost of changing the beams around, we allowed him to make a change in the end connections on the job. This error in erection may have had some effect on the alignment of the beams.

I find nothing in this claim to justify additional compensation to the contractor.

Claim No. 6. "For reconstructing west dental forms for Spans 14, 15, and 16 at the direction of the Engineer to provide excessive camber based upon the incorrect computations of the Engineer." Amount, $1,907.04

The contractor set the forms for the edge of sidewalk slab along the west edge of Spans 14, 15, and 16 without requesting or obtaining any check on the elevation of his forms. He apparently assumed that the top of the steel girder was at the correct elevation and built his forms accordingly. As noted under Claim No. 5, these girders are not exactly true but vary as much as three-fourths inch up and down. When the weight of the deck comes onto the girders, a considerable deflection takes place. If the sidewalk curb line is to be at the correct grade line when completed, this deflection must be taken into account by building the forms above the final elevation in an amount equal to the deflection. The Resident Engineer properly insisted that the forms be lined up so that the final elevations would be at the designed grade line. The line to which the forms were raised was calculated from the size and properties of the supporting beams. Imperfections in manufacture of the beams and natural variations in the materials affect, in a minor degree, the actual deflection. In this case, however, the final result was satisfactory. Had the forms been left as originally built, the resulting lines would certainly not have been acceptable.

The allowance for dead load deflection is plainly covered in Article 2.11.7, page 47, of the Specifications and Contract Agreement for Highway Bridge Construction, which reads as follows:

> "Unless otherwise noted on the plans or in the supplemental specifications, all structures shall be cambered to follow the grade line shown on the plans with allowance for full dead load deflection."

The contractor was not required to do anything not called for in the specifications and is not entitled to extra compensation.

Claim No. 7. "Increased cost occasioned by change in plans providing for a specific pouring program for deck slabs in Spans 14, 15, and 16." Amount, $2,241.46

In principal there is some justification for this claim. The plans upon which the contractor bid did not show a specific pouring diagram. In Span 15 there are two open expansion joints which would require bulkheads under

any schedule of pouring. These open joints divide the deck on spans 14, 15 and 16 into three sections which the contractor might have assumed he could place in three operations. To minimize the effect of the deflections in the girders we found it advisable to place this section of deck in five operations which required bulkheads across the deck as shown on the attached sketch.

As it actually worked out the contractor would have had to place bulkheads in the end sections or to have paid a heavy overtime cost in placing the deck concrete. The actual time in placing the concrete in the deck was as follows:

Nov. 4, 1946	Bent 14 to 2/3 point of Span 14	10½ hours
Nov. 5, 1946	Bent 17 to 1/3 point of Span 16	9¾ hours
Nov. 6, 1946	Suspended beam span, Span 15	9¾ hours
Nov. 7, 1946	1/3 point of Span 14 to expansion joint	9½ hours
Nov. 8, 1946	Expansion joint to 1/3 point of Span 16	8¼ hours

Even with the deck divided into five sections the time on each section exceeded 8 hours, after which overtime rates for labor would have been paid. Had this deck been placed in three sections as the contractor alleges was his intention, the time of placing for each section would have been approximately as follows:

Bent 14 to Expansion joint	20 hours
Suspended Beam Span	9¾ hours
Expansion joint to Bent 17	17½ hours

Because of labor shortage the contractor was never able to assemble even one complete crew and it would not have been practicable to assemble a second crew for a three day operation. Even had a second crew been assembled, union rules would have required the payment of premium wage rates for time worked before 8 A.M. or after 4:30 P.M. With the deck divided into five sections, the contractor's payrolls show the payment of $194.02 in overtime for the concrete crew on these five days.

The bulkheads in question consisted of a single thickness of plank extending through the seven inch deck and braced to the deck forms beyond the section being placed. The bulkheads contained about 300 M-F.B.M. of lumber. It was necessary to cut notches in the bulkheads to fit around the reinforcing steel which required considerable hand labor.

As stated before, no intimation was given while this work was underway that it would be the basis of a claim for extra compensation and no record of the actual labor in building the bulkheads was kept by the state. The placing of bulkheads is a common practise on bridge jobs and based on other projects the cost should have been approximately as follows:

300 F.B.M. lumber at $50.00 per M-F.B.M.	$15.00
Labor 0.50 per lin. ft.	68.00
	$83.00

While the plans upon which the contractor bid did not show these two additional bulkheads they do show, (Drawing No. 8330 attached) a longitudinal construction joint the full length of these three spans along the east side of the bridge. We permitted the contractor to eliminate this joint. This joint would have required a bulkhead which would have been more expensive per foot than the two bulkheads we required him to place as it crossed more steel. The length of the bulkhead eliminated was 204 feet while the two bulkheads which we required him to place totaled 136 feet in length.

An analysis of this claim shows:

1. The contractor could not have placed the deck in three sections without excessive overtime payments;

2. His cost claims for building the bulkheads are grossly exaggerated; and

3. The total bulkhead placed by the contractor was less than called for on the plans. The contractor has no just claim for extra compensation.

Claim No. 8. "Increased cost incurred by bridge contractor to provide access to his work ."

This claim has reference to the southbound ramp from Arthur St. to Harbor Drive between Stations 158408.78 and 162440.50. When the bridge contract was advertised it was planned that the grading and surfacing of the adjacent roadway would be placed under contract at the same time. The contract for this work was not awarded until February 20, 1947. The bridge contract specifications, under the heading, "Work to be Done by Grading Contractor," contained the following provision:

"Excavation for the southbound ramp to the level of the pavement and sidewalk subgrade for a width that extends one foot outside of the easterly line of the retaining wall footing and approximately ten feet outside of the westerly edge of the sidewalk."

Under "Schedule of Operations" we further advised the contractor that:

"It is expected, but not guaranteed, that the removal of buildings by others and the work to be done by the grading contractor, as hereinbefore specified, will be completed on or before May 15, 1946.

In case this schedule is not met and due entirely to that reason it becomes impossible for the bridge contractor to complete his work within the specified time limit, the time for the completion of the work will be extended by whatever number of days the work is delayed on that account. Noncompletion of the work to be done by others within the expected time will not, however, relieve the contractor from

his obligation to complete all work specified to be done under the contract, nor will such noncompletion entitle him to extra compensation of any kind."

This specification specifically precludes the contractor from receiving additional compensation because of delay.

It was necessary to do this roadway excavation before the bridge contractor could build the retaining wall and pedestrian ramp. On September 9, 1946, before the contractor was ready to start his structural work we issued Extra Work Order No. 4 under the bridge contract covering the removal of trees and the grading which it was expected that the grading contractor would have done. Payment for this work in the amount of $2,142.88 is included in the estimate.

The present claim apparently has to do with surfacing which the contractor placed on the graded ramp in order to support his construction equipment. No place in our specifications do we imply that the grading contractor would surface this ramp. The surfacing of the ramp was entirely for the contractors' convenience and to enable him to reduce his cost of placing concrete. Such work is part of his job and not a proper reason for additional compensation.

Claim No. 9. "Increased cost of pile driving operations because of excessive driving requirements." Amount $27,918.84.

The contractor alleges that the plans called for piles bearing loads of from 10 tons to 20 tons. This is approximately true. The design shows loads of 15 tons each on the creosoted piles and from 10 to 24 tons on steel piles. These loads were shown on the plans solely for the convenience of the Federal government in checking the design. They represent the actual load on each pile considered separately. When piles are placed in groups, as is the case on this job, each pile must be capable of supporting much greater loads in order that the group as a whole may average up to the design load. This is due to the settlement of the earth around the pile group.

The contractor alleges that our inspector ordered piles driven to a bearing value of 151 tons. Actually no load tests were made on this job. In stating that load values of 151 tons were required he is probably referring to computations made by the so-called Engineering-News formula. This is an empirical formula and is recognised by our specifications as only a rough guide for steel piles. Our specifications, in the last paragraph in Article 2.4.7., page 26, read as follows:

"Concrete and Steel Piles. When not driven to practical refusal, the bearing value for concrete or steel piles shall be determined by means of the loading tests above specified. The formulas specified above for timber piling may be used as a rough approximation for precast concrete piles or steel piles, and they may also be applied to the driven core for cast-in-place piles."

Under the circumstances obtaining on this job we were entitled to re-

quire practical refusal. Actually the bearing value is estimated by the Engineering-News formula averaged about 60 tons each.

This bridge is located on an old embankment across Marquam Gulch. The embankment was made over a period of about 50 years and contains street sweepings, garbage and debris of all kinds. The sub-structure of an old bridge is also buried in the embankment. Our plans on Drawing No. 8319, a print of which is attached, plainly show this condition and show the piles extending completely through the embankment and into the original ground a distance of from 8 to 12 feet. The piles were actually driven only to the depths shown.

In our supplemental specifications we show a table of estimated net quantities and the quantities upon which the contractor is asked to bid. The following table shows these quantities and the actual length of piles used in the structure.

Kind of Piles	Estimated Net Length	Length Bid On	Actual Length Used
10" x 42# steel	16,524 lin.ft.	18,000 lin.ft.	17,311.34 lin.ft.
12" x 53# steel	4,494 lin.ft.	5,000 lin.ft.	4,916.06 lin.ft.
10" x 14" x 61# steel			320.75 lin.ft.
Total	21,018 lin.ft.	23,000 lin.ft.	22,489.27 lin.ft.

The 10" x 14" x 61# steel piles were purchased under Extra Work Order No. 3, dated August 23, 1946, to complete the job because of delay in waiting for the steel piles called for. The actual length of piles used was 2.2% less than the length upon which the contractor bid and 7% more than the estimated net amount.

Our plans and specifications gave the contractor ample notice of the depth of penetration which would be required. He was not required to do anything unusual and has no adequate grounds for additional compensation.

Claim No.10. "Increased cost due to delay occasioned by breaking of Porter Street sewer." Amount $17,554.15.

There are several sewers under the streets within the limits of this project. Some of them are quite old and the locations are not accurately known. We attempted to locate them as accurately as possible and to lay out our footings so that the foundation piles would miss them. In driving the piles for Bent No. 14, which were treated timber piles and not steel piles, a 6" sewer serving the LaGrand Building was broken. Extra Work Order No. 5, dated September 24, 1946, was issued covering repairs to this line. Apparently the contractor was in no hurry to proceed with the bridge construction in this area as it was not until October 29, 1946 that he began work on these repairs. This work proceeded very slowly and only a few hours work was done until November 12 when the repairs really started. By November 21 the break was uncovered and it was found that the 12 inch sewer from Porter St., to which the LaGrand Building lateral connected, was plugged. We called in the city sewer inspectors who ran a line from a manhole on

Arthur St. and found an obstruction at Bent No. 13. Extra Work Order No. 6 was issued on December 6, 1946, covering the sinking of a shaft to uncover the damage and the repair of the sewer. The contractor was advised of our intention to issue this Work Order prior to the December 6 date and actually began work on December 2, 1946.

When this shaft reached the sewer it was found that the block extended below Bent No. 13 and further investigation was made. This showed that the damage was so extensive that it was decided to abandon the existing sewer and build a new bypass line.

The contractor would not submit a price for this bypass line and we finally asked the Parker-Schram Company to give us a figure on it. These prices were furnished the contractor on January 17, 1947 but it was not until January 31, 1947 that the contractor signed the Price Agreement No. 2 under which this bypass line was built. The contractor did not at any time make an effort to expedite the repair of the sewers and certainly did not act as though the work was delaying his job. Several times while this work was going on I talked with the Superintendent, Mr. Burnett, and was told that he was not ready to start work in this area.

All of the work of repairing the sewer was done under Extra Work Orders and Price Agreements and the contractor has been paid on the estimates. His claim is apparently confined to an alleged change in his planned method of handling concrete because of delay in the construction of the north bound ramp which connects Arthur Street with Harbor Drive.

This sewer work would have delayed the construction of forms and falsework on that part of the east side of the bridge between Bents 8 and 14 had the contractor been ready to proceed with the work. There is every indication that he was not ready at that time or, at least, that there was enough work on other sections of the structure to employ his crew without undue interference. This sewer work, however, did not interfere with the construction of the north bound ramp as this structure starts at Bent 8 and extends north to the end of the structure. Work was proceeding on this ramp while the sewer work was underway but no attempt was made to rush the construction. It was not until April 8, 1947 that this ramp could have been used by trucks.

Even though the ramp was not available for trucks a route via First Ave. and Sheridan Street to the north end of the bridge was always open. The contractor could have carried out the concrete placing method which he says was his intention had he wished to do so.

The job records do not show that any delay occurred during this period. The following table shows the number of skilled workmen employed on the job between August 14, 1946 and April 16, 1947:

Week Ending	Skilled Employees	Week Ending	Skilled Employees
8-14-46	32	12-18-46	90
8-21-46	31	12-25-46	88
8-28-46	33	12-31-46	55
9-4-46	42	1-8-47	58
9-11-46	43	1-15-47	60
9-18-46	72	1-22-47	48
9-25-46	85	1-29-47	51
10-2-46	66	2-5-47	57
10-9-46	65	2-12-47	59
10-16-46	65	2-19-47	60
10-23-46	55	2-26-47	62
10-30-46	25	3-5-47	58
11-6-46	56	3-12-47	57
11-13-46	58	3-19-47	28
11-20-46	71	3-26-47	26
11-27-46	80	4-2-47	15
12-4-46	86	4-9-47	14
12-11-46	91	4-16-47	12

In the period during which the contractor claims delay he had a larger skilled crew than either before or after the alleged delay.

The contractor suffered some loss due to interference with his other work by the sewer repairs. Much of the delay could have been avoided had he cooperated more fully with us in working out the repairs. There is nothing to indicate that the sewer work changed materially his concrete placing operations. The sewer work was paid for under Extra Work Orders and Price Agreements. Our specifications provide in the last paragraph of Article 1.9.4., page 19 as follows:

> "The percentages allowed the contractor in accordance with the terms outlined above shall be understood to be compensation to the contractor for all superintendence, use of tools and small equipment, overhead expense, bond, insurance, profit, indirect costs and losses of all kinds, and all other items of cost not specifically provided for, and no other payment will be made for any items of cost not included among the pay items stated above."

Any adjustment under this claim must be outside the contract and because of the intangible nature of any loss caused the contractor must be in an estimated amount arrived at by negotiations with the contractor.

Claim No. 11. "Delay by State in issuing fully executed contract." Amount $50,470.21.

This delay in issuing the contract was entirely caused by the failure of Marine Contractors, Inc. to accept the award as made December 27, 1945, and the assignment by them of the contract to Morrison-Knudsen Co. This assignment of the contract initiated by the Marine Contractors Inc. and the Morrison-Knudsen Co. for

their own convenience. The state cannot be charged with any responsibility for the consequences.

The history of the transaction is fully covered in the first few pages of this report.

Claim No. 12. "Additional cost of finishing concrete surfaces." Amount $23,652.88.

The concrete surface finish required on this project was not unreasonable. In fact, in so far as surface finish is concerned, this project is one of least satisfactory jobs we have had done for several years. I do not believe that this was the intention of the contractor but he was handicapped throughout the job by inferior workmen.

The columns which we required the contractor to chip and refinish were not improperly located by our Resident Engineer. The forms in some cases were not properly lined up when built and in other cases were not properly braced and sprung out of line when the concrete was placed. This happened at many points on the structure. Only the places which were particularly noticeable were corrected. There were many instances which were passed which would have been rejected in normal times. One easily inspected instance is the east wall of the transformer house. This wall is out of line more than an inch in its length and is quite noticeable. It was accepted because of the excessive cost to the contractor to make a change after the wall was built.

We can agree with the contractor that the finishing costs were too great but this is certainly not due to excessive requirements by the state. I cannot recommend any allowance on this claim.

Claim No. 13. "Increase in labor rates due to overrun in time caused by delays." Amount $5,933.61.

We have not been able to find delays of any magnitude which can properly be charged to the state. The principal reason for the excessive time used in the work were delay in the delivery of material and the shortage of skilled workmen.

Claim No. 14. "Additional cleaning and buffing of steel beams." Amount $816.04.

The contractor's workmen kept fires burning under Span 14 most of the winter. A heavy soot deposit accumulated on the surfaces of the beams. In all three steel spans a considerable percentage of the surface of the beams was covered with cement mortar which leaked through the forms when the deck was placed. Our Resident Engineer properly required that the surfaces be clean before they were painted. We did not specify the method of cleaning. The method used was probably the best suited for the purpose but was of his own choosing. No additional payment should be allowed.

Claim No. 15. "Additional cost of overhead due to delays caused by extra work orders and extra work as per claims submitted." Amount $15,675.30.

All Extra Work Orders and Price Agreements were paid for in accordance with the specifications. These specifications, in the last paragraph of Article 1.9.4., page 19, read as follows:

> "The percentages allowed the contractor in accordance with the terms outlined above shall be understood to be compensation to the contractor for all superintendence, use of tools and small equipment, overhead expense, bond, insurance, profit, indirect costs and losses of all kinds, and all other items of cost not specifically provided for, and no other payment will be made for any items of cost not included among the pay items stated above."

The overhead on such work has already been paid for.

Our investigation of the claims submitted does not show that they should be allowed. It should also be noted that each claim submitted contains an item of "General Overhead" in an amount of 12.36% of the labor, material and equipment rentals. This claim seems to be a duplication of this item in the other claims.

I can find nothing in these claims to support payment of additional compensation to the Morrison-Knudsen Co. They have asked for a conference on the matter but I would suggest that before this takes place the matter be discussed with Mr. Devers. It is probable that these claims may go to court and we should not weaken our case in any preliminary conferences.

Very truly yours,

G.S. Paxson,
Bridge Engineer

GSP/CM
fs

LIST OF EIGHT CLAIMS

SUBMITTED BY MORRISON-KNUDSEN CO.

MARCH 21, 1947

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

FORCE ACCOUNT BILLS

of

MORRISON KNUDSEN CO., INC.

PORTLAND, OREGON

to

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

RECAPITULATION

Additional backfill below ramp station 151 13.80 to station 154 21.80	2,000.00
Varied deck slab thickness spans 14, 15, and 16	3,000.00
Inaccurate camber calculations on the west dental forms spans 14, 15, and 16	1,350.00
Additional bulk heading on deck spans 14, 15, and 16	2,000.00
Access road adjacent to west wall station 158 08.78 to station 162 40.50	3,000.00
	11,767.00
Driving steel piling	27,000.00
Sanitary sewer changes	46,500.00
Contract award delay	$96,617.00
Total amount of claims -	

RMB:f
March 21, 1947

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

Additional back fill of earth berm below ramp Engineer's Station 151 plus 13.80 to Station 154 plus 21.80. While this additional berm is not shown on our plans as bid, the extra work of back filling above the bottom of the T-Beam as ordered by the Engineer in charge necessitated a number of additional days work with the link belt crane and clam bucket, including the operator and oiler, a 5 cubic yard dump truck and driver, and delayed completion of the deck on the ramp, necessitating our purchase of 4,000 board feet of form lumber at $60.00 per M, in order to transfer men to other work.

If the Engineer in charge allows the contractor to leave the form lumber in place on the above, the contractor will lose 7500 board feet of lumber at a value of $30.00 per M. The cost of stripping said form lumber will probably be triple the above cost, or about $775.00, under the conditions as they now exist as ordered by the Engineer in charge.

The additional backfill amounts to 200 cubic yards at $10.00 per cubic yard - $2000.00. The high cost of $10.00 per yard is accounted for by the method of handling the 200 extra cubic yards of backfill. First it had to be loaded with a crane rigged with a clam bucket and on to a truck, hauled to the ramp and dumped. Then it was necessary to clam the material between the T-Beams, which was in reality a hand place backfill operation.

Total amount of this claim - $2000.00

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

Attention is called to Drawing #8331 showing a deck thickness of 7" above the steel girders. This deck was bid on the assumption that the steel as fabricated by Schmitt Steel Company would be fabricated as detailed on Drawing #8331 specifically in regard to camber. The steel was approved by the State Inspectors and our bearing plates under the steel were set according to the State's surveyed elevations; however, when we determined the thickness of the deck by our screeds it was found that the screed height varied from 6¼" to 7 3/4" instead of being 7" according to check elevations shot by the State Engineers. This variance necessitated the establishment of screed heights at 5' intervals on the west portion of spans 14, 15, and 16, at a cost of $500.00 per span or a total cost for 3 spans of $1500.00.

We can anticipate that a similar method of establishing screed heights will be imposed upon us for the east portion of spans 14, 15, and 16, at an equivalent cost of $500.00 per span or a total cost of $1500.00 for 3 spans, rather than the conventional method of measuring a constant 7" above the steel beams as set.

Total cost to the contractor for East and West portion of spans 14, 15, and 16 or 6 spans at $500.00 per span - $3000.00.

$3000.00

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

In conjunction with sheet #3, the State Engineers insisted on the contractor altering the west dental forms on spans 14, 15, and 16 after they had been built. It was their contention that we had allowed insufficient camber in our forms to allow for deflections on beam #10. Their orders were carried out despite the protests of the Superintendent in charge, and it was found after these dentals and the sidewalk had been poured that the Engineer's calculations were incorrect since considerable of their calculated camber still remained in the beam after the load was applied to it. Alterations cost approximately $1350.00.

Total amount of this claim - $1350.00

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

SUBJECT:

Attention is called to drawing #8229 and 8231 dated 9/7/46. The original plans as bid did not mention a specific pouring diagram which was detailed on the above named drawings which forced considerable extra work upon the contractor in bulk heading the deck in spans 14, 15, and 16, involving ten separate pours. Normally we would have poured the deck in six pours, as per the original plans as bid. Additional bulkheads involved by the revision total four, which on the surface seem a minor item; however, the extra work involved cutting the bulkheads to fit each piece of reinforced steel on a skew and the inconvenience caused in pouring the deck under this revision cost the contractor $500.00 per bulkhead or $2000.00 for the four bulkheads.

Total amount of this claim - $2000.00

ARTHUR STREET OVERCROSSING

CONTRACT NO. 2767

SUBJECT: ACCESS ROAD

It is the understanding of the contractor that the access road adjacent to the west retaining wall from Engineer's Station 158 plus 08.78 to Engineer's Station 162 plus 40.50 is a force account job in connection with the structure excavation for the west retaining wall footing which has been set up as a force account item. The yardage involved in this operation amounts to 600 cubic yards at $5.00 per yard - $3000.00., requiring the contractor to furnish the necessary equipment; namely, a crawler type crane with a clam bucket, a dozer, and a dump truck, together with necessary laborers, fuels, and general overhead plus a fair profit.

Total amount of this claim - $3000.00

ARTHUR STREET OVERCROSSING

Contract No. 2767

March 7, 1947

According to and in line with his costs the contractor show a loss of $11,767.00 in driving steel piling as called for in Contract 2767.

It is the opinion of the contractor that he could have driven, which he has done many times, 9 piling per day; however, since the engineer in charge ordered the contractor to drive the piling a minimum of 45 blows to the inch with a seven ton Vulcan Steam Hammer, which in the estimate of the contractor is at least 25 blows more than necessary. The contractor under this handicap was forced to settle for five piling per day, approximately one-half of his anticipated production per day.

In connection with the impeded progress of driving was the additional splicing of 4 foot sections of steel piling which after being spliced, were many times driven to a penetration of not more than 12" after the original set of said piling.

On the above and in addition, the afore mentioned extra work, the contractor shows a loss of $11,767.00 which he attributes directly to unnecessary driving and splicing operations.

$11,767.00.

Total sum of this claim - $11,767.00.

RMB:f

ARTHUR STREET OVERCROSSING

Contract No. 2767

March 7, 1947

SUBJECT: Sanitary Sewer Changes involved in connection with Pile Driving Operations.

It was acertained by the Oregon State Highway Department that the LaGrande Sanitary Sewer House Connection had been plugged, caused by a steel piling, which resulted in extra work order No. 5 issued on September 24th, 1946 to repair same by rerouting. While repair operations on the above sewer were in progress it was discovered the 12" main sanitary sewer had been plugged downgrade from LaGrande lateral connection.

Extra work order No. 5 was terminated and extra work order No. 6 was issued on December 24th, 1946 to repair 12" main.

Superintendent in charge of construction protested that the 12" main sewer could not be repaired at this time; however, engineer in charge insisted on procedure with new shaft, work order No. 6.

Shaft was driven and 12" main tapped at bent No. 13. Obstructions downgrade from the shaft were discovered and with this information the engineer in charge terminated the work on the shaft in conjunction with extra work order No. 6 on December 27th, 1946 12 O'Clock noon.

Exploration was authorized on January 2nd and 3rd, 1947 to investigate further obstructions within 12" main sewer from the 80 foot drop manhole and another obstruction was found 13 feet east of said manhole. The engineer in charge determined therefrom that the 12" main Porter Street Sewer should be abandoned north of Arthur street manhole.

Price agreement to lay new sewer line in new location was issued January 31st, 1947.

Since obstructions with reference to the 12" main Porter Street Sewer were indicated at bent No's. 9, 10, and 11; it is the contractors contention that the sewer damage was entirely the Oregon State Highway Departments responsibility, as the piling were staked by the engineer in charge or his subordinates, apparently in line with the 12" Porter St. Sewer.

Between the dates September 24th, 1946 to January 31st, 1947, the entire L-5 (East Side) of the bridge from bent #14 to bent #8 was tied up. Because of the afore mentioned 12" sewer, and the contractor was not allowed to proceed with the construction of the East Side of bridge bents #8 to #14.

In the event that the contractor had been able to build this portion of the structure, the contract in all probability would have been completed three (3) months sooner. This saving in time would have cut the contractor's overhead approximately $12,000. In addition to this we would have saved considerable of the increase in cement finishers wages. The hold-up of construction on the east portion of the bridge also necessitated a revision in the planning of the job and entailed an uneconomical method of pouring approximately 1500 cu. yds. of concrete with a crane and bucket, whereas it was our original intention of utilizing the partial viaduct to carry premix concrete trucks onto the bridge and unload concrete from trucks into a hopper and from the hopper distribute concrete with buggies to the deck.

In addition, it was the contractors intention to pour curbs, sidewalks, parking strips, and handrail posts directly from premix trucks. This method of concrete handling was no longer feasible since we were unable to complete the partial viaduct and east side of bridge on time to fit our pouring schedule.

The resultant saving if the contractor had been allowed to carry out his original pouring schedule amounts to 1500 cu. yds. at $10.00 per cu. yd. or $15,000.00.

Overhead expenses	$12,000.00
Concrete Placing Costs	15,000.00
Total amount of this claim	$27,000.00

RMB:f

ARTHUR STREET OVERCROSSING

Contract No. 2767

March 7, 1947

Extra work encountered by contractor during winter month of 1946, 1947 caused by delay of the official award of contract #2767 known as Arthur Street Overcrossing.

Elapsed time for the above period was from December 27th, 1945, the unofficial awarding of contract #2767 by telegram, and February 28th on which day the contract was officially in order and acceptable to the contractor as a legal document.

During this period, Morrison-Knudsen Co., Inc., did not have in their possession a legal contract, to insure them that they were actually by law, the successful contractor. This two (2) months delay held up confirmation of his steel piling order which was the primary factor in expediting the job properly to insure the following concrete operations against costly delays.

The two months delay of the formal contract award plus the added 26th day steel strike from January 20th to February 15th, 1946, spread the loss of time, to the contractor, over a period of three (3) months.

As a direct result of the afore-mentioned loss of time, the contractor was forced to do the bulk of his concrete pouring operations during three (3) winter months which under the best of conditions, slowed down operations to one-half of normal weather output, which in our estimation extended the job one and one-half months at a payroll cost of about $30,000 per month, plus a rental of approximately $1000.00 per month.

Payroll costs - $30,000 per month for 1½ months	=	$45,000.00
Rental " - 1,000 " " " " "	-	1,500.00
Total amount of this claim -		$46,500.00

RMB:f

COPY

MORRISON-KNUDSEN COMPANY, INC.

General Contractors

Principal Office
319 Broadway, Boise, Idaho

October 7, 1947

Subject: Arthur Street Over-crossing in Portland

Mr. G. S. Paxson, Bridge Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In reference to our letter of September 23, 1947 on the above subject we herewith submit to you for your consideration the claims growing out of the construction of the Arthur Street Overcrossing in Portland.

We would be happy to discuss these matters with you at your convenience.

Very truly yours,

J. P. Frein (signed)

J. P. Frein
Asst. Chief Engineer

JPF/lew

CONTRACT #2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM NO. 1.

CLAIMS

Re-excavation for driving 4 piles near brick sewer $ 29.62

This re-excavation was necessary [illegible] Contractor, which resulted in a loss of time and

Claim No.	Description	Amount
1.	Re-excavate for driving 4 piles near Brick Sewer	$ 29.62
2.	Hand placing and tamping backfill at [illegible] Northwest part of structure	1,567.71
3.	Change in plans requiring backfill above concrete beams and girders and below the paving slab for ramp, sta. 151 plus 13.80 to 154 plus 21.80	3,416.75
4.	Cost of providing Access Road	652.56
5.	Extra Cost of Excessive Pilsdriving	30,113.69
6.	Cost of excessive buffing of steel beams	750.46
7.	Extra Cost of Concrete Construction	163,127.76
	Total Amounts of Claims	$199,658.55
		26.93
	Profit 10%	2.69
	Total Amount of this Claim	$ 29.62

CONTRACT #2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM NO. 1.

Re-excavating for driving 4 piles near Brick Sewer . . . $ 29.62

This re-excavation was necessary through no fault of the Contractor, which resulted in a loss in time and money.

1 Labor foreman	2 hrs at $1.65	$ 3.30	
1 Compressor Operator	3 hrs at $1.50	4.50	
1 Jack-hammer Operator	3 hrs at $1.40	4.20	
2 Laborers	6 hrs at $1.15	6.90	18.90
Taxes & Insurance 5.23%			.99
Compressor rental ½-day at $3.00		1.50	
Jackhammer rental ½-day at $3.00		1.50	
Gasoline 6 gal at $.18		1.08	4.08
			23.97
General Overhead Expense 12.36%			2.96
			26.93
Profit 10%			2.69
Total Amount of this Claim			$ 29.62

CONTRACT #2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM NO. 2.

Hand placing and tamping back fill				$ 1,567.81
At the northwest part of this structure the Contractor was required to hand place and tamp backfill. This was not a part of the original contract.				
1 Foreman	24 hrs at	$1.85	$44.40	
1 Vibrator Operator	31 hrs at	1.50	46.50	
3 Tamper Operators	79 hrs at	1.50	118.50	
1 Truck driver	6 hrs at	1.35	8.10	
14 Laborers	510 hrs at	1.27½	650.25	867.75
Taxes & Insurance 5.23%				45.38
Tamper rental	5 days at	$3.50	17.50	
Compressor rental	5 days at	$3.00	15.00	
Dragline rental	32 hrs at	10.09	322.88	355.38
				1,268.51
General Overhead Expense 12.36%				156.78
				1,425.29
Profit 10%				142.52
Total Amount of this Claim				$ 1,567.81

CONTRACT #2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM NO. 3.

Change in plans requiring backfill above the bottom of concrete beams and girders and below the paving slab for ramp, Sta. 151plus13.80 and 154plus21.80 . . . . . $3,416.75

This extra work, not shown on plans or in specifications, was ordered by the Engineer in charge of the work, and necessitated several days work with the crawler crane and clam bucket, including operator and oiler, a 5 cu. yd. dump truck and driver, and finally for the crawler crane to move up and place the dirt between the T-beams where it was mucked and placed by hand labor.

The purchase and fabrication of additional lumber was caused by leaving forms in place when backfilling was done.

Backfill	93.79 cu yds at $10.00	$ 937.90	
Form Lumber	11070 BM at $65.00 per M	719.55	
Fabricating Lbr	11070 BM at $100.00 M	1,107.00	2,764.45
General Overhead Expense 12.36%			341.69
			$3,106.14
Profit 10%			310.61
Total Amount of this Claim			$3,416.75

Claim No. 5

Cost of Excessive Piledriving

The plans covering the various bents which were to be constructed for the Arthur Street overpass show in each instance the maximum bearing load to be required for the foundation piles, and such maximum bearing loads having been submitted to the contractor prior to the letting could serve no particular purpose in requesting bids than to serve notice on the contractor what would be expected of him in the performance of the work. Contrary to such information, it can be shown specifically from the records of the Oregon State Highway Department that instead of developing the bearing capacities indicated on the drawing the engineer required many times such bearing values, these having been determined in accordance with formula set forth in the standard specifications, division 1, section 4, sub-paragraph 2.4.7. The resident engineer, it can be shown, went on the assumption that unless the piles were driven to develop these excessive bearing values the piles might come to rest on some obstruction in the fill. What importance such a condition would be is not particularly clear to the contractor if the required bearing value to support the structure had been developed. Certainly the contractor had no reason to expect the excessive driving required far beyond that employed in good and accepted practice. Having been required by the resident engineer to drive piles beyond any reasonable expectation, the contractor's operations were seriously impeded, he was obliged to make numerous splices in steel piles which would not otherwise occur if only the specified bearing was to have been attained. The contractor was obliged to return and redrive many piles which had already developed and exceeded the indicated bearing values shown on the plans.

The contractor feels that, as one of the contracting parties, he was entitled to perform the work only as called for by the plans and specifications, and that the conditions set forth in the plans and specifications not having been followed, the contract in effect was changed and the contractor is entitled to recover the extra cost of complying with the changed conditions, plus a reasonable profit. Our claim, in this instance, is predicated on such basis and we ask that the State of Oregon compensate the contractor for excessive pile driving in the amount of $30,133.69, this amount being supported by the details attached hereto.

COMPUTATION OF EXTRA COST & AMOUNT OF CLAIM

Item 6, 8 & 10

	Unit Costs	Total Costs
Direct Cost of the work as performed per statement taken from cost records		
Item #6		
Driving Treated Timber Piles	at 13.74 ea	$ 1,895.54
Item #8		
Driving 10"x42# Steel "H" Piles	88.82 ea	21,805.58
Item #10		
Driving 12"x53# Steel "H" Piles	147.22 ea	9,269.11
Total Direct Cost - Items 6, 8 & 10		32,970.23
General Expense & O.H. at 12.36%		4,075.12
Total Cost of Items 6, 8 & 10 as done		37,045.35
Estimated Direct Cost of the Work if performed according to contract		
Item #6		
Driving Treated Timberpiles	at 13.00 ea	1,792.00
Item #8		
Driving 10"x42# Steel "H" Piles	29.90 ea	6,817.00
Item #10		
Driving 12"x53# Steel "H" Piles	33.80 ea	2,027.00
Estimated Total Direct Cost Items 6, 8 & 10		10,636.00
General Expense & O.H. at 12.36%		1,314.61
Estimated Total Cost of Items 6, 8 & 10 if performed according to contract		$ 11,950.61

CONTRACT #2767 Sheet No. 2

COMPUTATION OF EXTRA COST & AMOUNT OF CLAIM

PORTLAND, OREGON Items 6, 8 & 10

CLAIM NO. 6.

Additional planking and buffing of steel beams . . . $ 755.45

Total Cost of Work - Items 6, 8 & 10 As done $ 37,045.35

Estimated Cost of Work - Items 6, 8 & 10 if performed according to contract 11,950.61

Resulting Extra Cost 25,094.74

Plus Normal Profit of 20% 5,018.95

Amount of Claim $ 30,113.69

CONTRACT #2767

ARTHUR STREET OVERCROSSING

PORTLAND, OREGON

CLAIM NO. 6.

Additional cleaning and buffing of steel beams . . . $ 750.46

Before the final coats of paint were applied to the steel span girders, the Contractor was instructed by the State Engineers to buff the exposed surfaces with wire buffers, which increased the cost of cleaning three times what would have been necessary to do the work in accordance with the contract.

Labor and Insurance		665.02
Extra scaffold lumber 1000FBM at 65.00		
Extra nails at 50# at .075	3.75	
Rental of buffing machines	60.00	
Wire cup brushes	15.80	
		144.55
		809.57
General Overhead Expense 12.36%		100.06
		909.63
75% of $909.63		682.23
Profit 10%		68.23
Total Amount of this Claim		$ 750.46

Claim No. 7

Extra Cost of Class A Concrete
and Handrail Posts, Curbs & Pilons

In this instance the contractor feels that the conditions under which the work had to be performed did not correspond with the conditions and requirements guaranteed by the State of Oregon prior to the receipt of bids for the construction of the Arthur Street viaduct. In presenting its' proposal for the work the contractor had every right to assume that the operations would not be interfered with or impeded by any action or failure or action on the part of the Oregon State Highway Department. The contractor is aware that economic conditions changed materially between the time the bids were received and completion of the work, and stands already to accept any and all extra costs which have occurred because of such change in economic conditions and because of less efficiency from labor due to its' scarcity. The contractor does feel, however, that it is entitled to recover from the Oregon State Highway Department because of the latter's failure to comply with its' implied obligations not to interfere with the contractor's work. We do not feel that it has complied with such obligations for the following reasons which increased the cost of the concrete work.

1. Concrete operations were seriously delayed and impeded because of the requirement to drive bearing piles to excessive values not allowing an orderly procedure of the concrete construction.

2. The State failed to have the La Grande building moved which again did not permit an orderly procedure of the work.

3. During the course of the work the State instituted certain revisions to accomplish super-elevation of the roadway curves, this changing the conditions under which the contractor had to work.

4. Certain form work, particularly the west dental forms for spans 14, 15 and 16 after having been set in place were removed at the insistence of the engineer and reconstructed to accomplish an allowance for camber in accordance with erroneous computations by the engineer, as was later demonstrated when the forms were removed.

5. During the course of the work the engineer issued changed plans providing a specific pouring procedure for the deck structure, whereas the specifications were silent in the matter allowing the contractor to establish his own plan as long as the same complied with good practise.

COPY

Contract #3767

ARTHUR STREET OVERCROSSING
Portland, Oregon.

CLAIM NO. 1.

Delay occasioned by the LaGrand Building not being moved to allow continuous work $290.01

It was expected that this building would be removed on or before May 15, 1946. However, no work or removing was started until June 24, 1946, thereby making it necessary to omit the driving in this area and [illegible] at least one day's delay in moving driver, steam pipes, &c.

LIST OF FIFTEEN CLAIMS SUBMITTED BY

MORRISON - KNUDSEN COMPANY AUGUST 20, 1947.

Amount of Delay:

1 Foreman	8 hrs at $1.90	$15.20	
1 P.D. Operator	8 hrs at $1.90	15.20	
1 Room man	8 hrs. at $1.75	14.00	
4 Pileriverman	32 hrs. at $1.65	52.80	
2 Firemen	16 hrs. at $1.40	22.40	119.60
Taxes & Insurance 8.46%			10.14
Pile driver rental 1 day			104.90
			$234.64
General Overhead Expense 12.36%			29.00
Profit 10%			26.37
Total Amount of this Claim			$290.01

COPY

COPY

Contract #2767

Contract #2767

Portland, Oregon

ARTHUR STREET OVERCROSSING
Portland, Oregon.

CLAIM NO. 2.

CLAIM NO. 1.

Re-excavating for 4 inner piling $29.62

Delay occasioned by the LaGrand Building not being moved to allow continuous work $290.01

of the Contractor, which resulted in a loss in time and money.

It was expected that this building would be removed on or before May 15, 1946. However, no work or removing was started until June 28, 1946, thereby making it necessary to omit the driving in this area and coming back later, causing at least one day's delay in moving driver, steam pipes, etc.

15 6.90 19.90

Amount of Delay: Insurance 5.23% .99

1 Foreman rental	8 hrs at $1.90	$15.20	
1 Pile Operator	8 hrs at $1.90	15.20	
1 Boom man gal. at	8 hrs. at $1.75	14.00	4.08
4 Pileriverman	32 hrs. at $1.65	52.80	
2 Firemen	16 hrs. at $1.40	22.40	119.60
			10.21
Taxes & Insurance 8.48% 12.36%			20.37
Pile driver rental 1 day			104.80
			$234.64

Total Amount of this Claim $ 29.62

General Overhead Expense 12.36%	29.00
Profit 10%	26.37
Total Amount of this Claim	**$290.01**

COPY

Contract #2767

ARTHUR STREET OVERCROSSING
Portland, Oregon

CLAIM NO. 2.

Re-excavating for 4 inner piling $29.62

This re-excavation was necessary through no fault of the Contractor, which resulted in a loss in time and money.

1 Labor foreman	2 hrs. at $1.65	$3.30	
1 Compresser Operator	3 hrs. at $1.50	4.50	
1 Jack-hammer Operator	3 hrs. at $1.40	4.20	
2 Laborers	6 hrs. at 1.15	6.90	18.90
Taxes & Insurance 5.23%			.99
Compressor rental ½-day at $3.00		1.50	
Jackhammer rental ½-day at 3.00		1.50	
Gasoline 6 gal. at $0.18		1.08	4.08
			23.97
General Overhead Expense 12.36%			2.96
			26.93
Profit 10%			2.69
Total Amount of this Claim			$ 29.62

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 3.

Hand placing and tamping back fill $1,672.26

At the northwest part of this structure the Contractor was required to hand place and tamp backfill. This was not a part of the original contract.

1 Foreman	24 hrs. at $1.85	$44.40		
1 Vibrator Operator	31 hrs. at 1.50	46.50		
3 Tamper Operators	79 hrs. at 1.50	118.50		
1 Truck driver	6 hrs. at 1.35	8.10		
14 Laborers	510 hrs. at 1.27½	650.25	867.75	
Taxes & Insurance 5.23%			45.38	
Tamper rental	18 days at $3.30	63.00		
Compressor rental	18 days at 3.00	54.00		
Dragline rental	32 hrs. at 10.09	322.88	439.88	
			$ 1,353.01	
General Overhead Expense at 12.36%			167.23	
			$ 1,520.24	
Profit 10%			152.02	
Total amount of this claim			$ 1,672.26	

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 4.

Change in plans requiring back fill above the bottom of concrete beams and girders and below the paving slab for ramp, Sta. 151+13.80 and 154+21.80 . . . . . $ 3,416.75

This extra work, not shown on plans or in specifications, was ordered by the Engineer in charge of the work, and necessitated several days work with the crawler crane and clam bucket, including operator and oiler, a 5 cu.yd. dump truck and driver, and finally for the crawler crane to move up and place the dirt between the T-beams where it was yusked and placed by hand labor.

The purchase and fabrication of additional lumber was caused by leaving forms in place when backfilling was done.

Backfill	93.79 cu.yds. at $10.00	$ 937.90	
Form lumber	11070 BM at $65.00 per M	719.55	
Fabricating Lbr.	11070 BM at $100.00 M	1,107.00	$2,764.45
			341.69
General Overhead Expense 12.36%			$3,106.14
Profit 10%			310.61
Total Amount of This Claim			$3,416.75

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 5.

Change in plans varying thickness of roadway slab to accomplish superelevation on center line curve at Spans 14, 15 and 16. ..... $1,491.91

Attention is called to Drawing #8331 showing a deck thickness of 7 inches above the steel girders. This item was bid on the assumption that the steel as fabricated by Schmitt Steel Company would be fabricated as detailed on drawing #8331 specifically in regard to camber. The steel was approved by the State Inspectors and our bearing plates under the steel were set according to the State's surveyed elevations; however, when the thickness of the deck was determined it was found that the thickness of concrete varied from 6½" to 7 3/4" instead of being 7" according to check elevations taken by the State's engineers. This necessitated raising & wedging under the form at 5 foot intervals on the west portion of spans 14, 15 and 16, at a cost as follows:

1 Piledriver foreman	8 hrs. at 2.00	16.00	
8 piledrivermen	64 hrs. at 1.65	105.60	
2 Apprentices	16 hrs. at 1.07	17.12	138.72
Taxes & Insur. 8.48%			11.76
Total labor and insurance for 1 span			$150.48
Six spans at $150.48			902.88
Lumber	3480 FBM at 65.00	226.20	
Saw Rental	30 hrs. at 2.30	69.00	
Drayage on lumber	3 hrs. at 3.00	9.00	304.20
			$1,207.08
General Overhead Expense 12.36%			149.20
			$1,356.28
Profit 10%			135.63
Total Amount of this Claim			$1,491.91

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Portland, Oregon

Claim No. 6.

For reconstructing west dental forms for spans 14, 15 and 16 at the direction of the Engineer to provide excessive camber based upon the incorrect computations of the Engineer . . . . . $ 1,907.04

After the west dental forms for spans 14, 15 and 16 had been built, the engineers contended that insufficient camber had been allowed. Despite the Contractor's Superintendent's protests, the engineers ordered the forms altered, which was done. It was later found, after the dentals and sidewalk had been poured, that the Engineer's calculations were incorrect since considerable of their calculated cambers still remained in the beam after the load was applied.

piledriver foreman	83 hrs. at 2.00	$166.00	
piledrivermen	644 hrs. at 1.65	1,062.60	
apprentices	16 hrs. at 1.07	17.12	
saw operator	7 hrs. at 1.75	12.25	
welder	32 hrs. at 1.75	56.00	$ 1,313.97
Taxes and Insurance 8.48%			111.42
rental of saw	7 hrs. at 0.55	3.85	
rental of elec. welder	4 days at 3.00	12.00	
gasoline	80 gal. at 0.185	14.80	
acetylene	300 cu.ft.	6.00	
oxygen	2 cyls. at 1.71	3.42	
lumber	1000 FBM at 65.00	65.00	
nails	2 kegs at 6.25	12.50	117.57
			$ 1,542.96
General overhead expense 12.36%			190.71
			$ 1,733.67
Profit 10%			173.37
Total amount of this claim			$ 1,907.04

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 7.

Increased cost occasioned by change in plans providing for a specific pouring program for deck slabs 14, 15 and 16 .. . . . . $2,241.46

Attention is called to drawings 8229 and 8231, dated September 7, 1946. The original plans, as bid, did not mention a specific pouring diagram which was detailed on the above-named drawings which forced considerable extra work upon the Contractor in bulkheading the deck in Spans 14, 15 & 16, involving ten separate pours. Normally six pours would have been made, as per the original plans as bid. Additional bulkheads involved by the revision total four. The extra work involved cutting the bulkheads to fit each piece of reinforcing steel on a skew greatly increased the cost of pouring the deck under this revision.

Piledriver foreman	20 hrs. at 2.00	$40.00	
saw operator	16 hrs. at 1.75	28.00	
piledriverman	30½ hrs. at 1.65	501.60	
apprentice	26½ hrs. at 1.07	28.36	
Cost of making and placing 4 extra bulkheads			597.96
Taxes and insurance 8.48%			50.40
labor cost for 10 separate pours		2,130.82	
equipment rentals for 10 separate pours		487.04	
gasoline for 10 separate pours		110.08	
10 separate pours		$ 2,727.94	
less 60% for 6 pours		1,636.76	
			1,091.18
rental of band saw	2 days at 4.50	9.00	
lumber 1.0 MBM	65.00 per M	65.00	74.00
			$1,813.54
General overhead expense 12.36%			224.15
			$2,037.69
Profit 10%			203.77
		Total Amount of Claim	$2,241.46

COPY

ARTHUR STREET OVERCROSSING
Contract #2767
Portland, Oregon

CLAIM NO. 8.

Increased cost incurred by bridge contractor to provide access to his work because of change in plans by the State, and the State's failure to provide site grading as set forth in the specifications . . . . . $ 599.18

There was no charge set up in the bid proposal for this work, as it was to be done by the grading contractor between engineer stations 158+08.78 and 162+40.50. The work was not done by the grading contractor and it became necessary for the bridge contractor to do this work.

Supervisory	8 hrs. at $2.88½	23.08	
Crane Crew	14½ hrs. at 3.15	45.68	
Laborers	58 hrs. at 1.15	66.70	
			135.46
Taxes, Insurance, etc. at 5.23%			7.08
Crane rental 14½ hrs.		79.75	
Tractor rental 8 hrs. at 9.00		72.00	
Pit run gravel 127 cu.yd. at 1.50		190.50	
			342.25
			$484.79
General overhead expense 12.36%			59.92
			$544.71
Profit 10%			54.47
Total Amount of this Claim			$599.18

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 9.

Increased cost of pile driving operations because of excessive driving requirements by the Inspectors and additional cost of splicing steel pilings. All beyond the provisions of the Contract. $27,918.84

This part of the work (piledriving and splicing) was set up as per the plans calling for piles bearing loads from 10 tons to a maximum of 20 tons per pile. The inspector ordered the piles driven to bear loads as much as 151 tons, or over 10 times that required by the plans.

On account of this unnecessary and unreasonable requirement, of which no accurate cost could be kept, the bridge contractor is entitled to the total cost of such work, plus the overhead expense and a reasonable profit.

Resume of expense:		
Piling	33,818.65	
Miscellaneous Materials	3,413.84	
Labor	9,816.02	
Splicing Costs	3,959.03	
Equipment Rentals	13,270.71	
		$64,278.25
General Overhead Expense 12.36%		7,944.79
Profit 10%		7,222.30
Total		$79,445.34
Payments Made		51,526.50
Total Amount of this Claim		$27,918.84

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 10.

Increased cost resulting from failure of the State to properly locate the Porter Street sanitary sewer line adjacent to the La Grande building, thereby causing delay to the work and requiring more costly construction procedure $17,554.15

It was ascertained by the Oregon State Highway Department that the LaGrande Sanitary Sewer House Connection had been plugged, caused by a steel piling, which resulted in extra work order No. 5, issued on September 24th, 1946, to repair same by rerouting. While repair operations on the above sewer were in progress it was discovered the 12" main sanitary sewer had been plugged downgrade from LaGrande lateral connection.

Extra work order No. 5 was terminated and extra work order No. 6 was issued on December 24th, 1946 to repair 12" main.

Superintendent in charge of construction protested that the 12" main sewer could not be repaired at this time; however, engineer in charge insisted on procedure with new shaft, work order No. 6.

Shaft was driven and 12" main tapped at bent No. 13. Obstructions downgrade from the shaft were discovered and with this information the engineer in charge terminated the work on the shaft in conjunction with extra work order No. 6 on December 27th, 1946, 12 o'clock noon.

Exploration was authorized on January 2nd and 3rd, 1947, to investigate further obstructions within 12" main sewer from the 80 foot drop manhole and another obstruction was found 13 feet east of said manhole. The engineer in charge determined therefrom that the 12" main Porter Street Sewer should be abandoned north of Arthur Street manhole.

Price agreement to lay new sewer line in new location was issued January 31, 1947.

Since obstructions with reference to the 12" main Porter Street Sewer were indicated at bent Nos. 9, 10, and 11; it is the contractors contention that the sewer damage was entirely the Oregon State Highway Department's responsibility, as the piling were staked by the engineer in charge or his subordinates, apparently in line with the 12" Porter Street Sewer.

Between the dates September 24th, 1946, to January 31, 1947, the entire L-5 (East Side) of the bridge from bent #14 to bent #8 was tied up. Because of the aforementioned 12" sewer, and the contractor was not allowed to proceed with the construction of the East Side of bridge bents #8 and #14.

Claim No. 10 (Continued)

In the event that the contractor had been able to build this portion of the structure, the contractor in all probability would have been completed three (3) months sooner. In addition to this we would have saved considerable of the increase in cement finishers wages. The holdup of construction on the east portion of the bridge also necessitated a revision in the planning of the job and entailed an uneconomical method of pouring approximately 1500 cu.yds. of concrete with a crane and bucket, whereas it was our original intention of utilizing the partial viaduct to carry premix concrete trucks onto the bridge and unload concrete from trucks into a hopper and from the hopper distribute concrete with buggies to the deck.

In addition, it was the contractors intention to pour curbs, sidewalks, parking strips, and handrail posts directly from premix trucks. This method of concrete handling was no longer feasible since we were unable to complete the partial viaduct and east side of bridge on time to fir our pouring schedule.

The resultant saving if the contractor had been allowed to carry out his original pouring schedule amounts to:

Crane rentals 306.75 hrs. at 4.50		$ 1,380.38
Operation expense of Crane (gas-oil-etc)		306.75
Labor (Crane operator, oiler & 3 laborers)		2,095.90
Overtime pay for Concrete finishers		1,052.04
Saving on concrete pouring, 1419.36 cu.yd. at $6.60		9,367.78
	$ 14,202.85	
General Overhead Expense 12.36%	1,755.47	
	$ 15,958.32	
Profit 10%	1,595.83	
	$ 17,554.15	

[redacted]

[redacted]

should be paid as a reasonable claim.

[redacted]

COPY

~~COPY~~

~~Contract #2767~~

Contract #2767

~~ADAMSON STREET OVERCROSSING~~

Portland, Oregon

~~Portland, Oregon~~

CLAIM NO. 12.

~~CLAIM NO. 11.~~

Additional Cost of finishing concrete surfaces $23,652.88

~~Increase in labor rates increasing cost of the work~~ . . . . . $ 5,933.61

~~accordance~~ Upon instructions from the State Engineers and ~~Inspectors~~, more concrete finishing work was done than was the intent of the Contract; also, after several ~~columns were completed~~ it was necessary to chip off ~~concrete~~, and/or build up wides as they were found to be not ~~plumb~~ and properly located, although they were constructed according to points set by the State Engineers and work progress checked by State Inspectors.

~~Jan. 1, 1967~~

The estimate in the bid was set up for finishing as per the specifications and finishing on similar structures in the immediate vicinity. However, the Contractor was required to spend an unreasonable amount of time in polishing to a velvet finish far beyond anything that could be anticipated. This extra polishing resulted in a cost more than double what it should have been. For this extra work a claim for a part of the loss is set up as follows:

~~$4,435.53~~
~~375.28~~
~~$4,810.81~~

~~521.38~~
~~$5,332.19~~

~~521.42~~
~~$5,853.61~~

Total Finishing Costs:

~~Total Amount of This Claim~~

Labor and Insurance	$36,553.89	
Materials and supplies	655.30	
Rentals and repairs	1,065.31	
		$38,274.50
General overhead expense 12.36%		4,730.73
		$43,005.23
Profit 10%		4,300.52
Total		$47,305.75

Estimated 50% more finishing work done than was the intent of the Contract,
Total Amount of this claim $23,652.88

COPY

Contract #2767

ARTHUR STREET OVERCROSSING

Portland, Oregon

CLAIM NO. 13.

Increase in labor rates increasing cost of the work on account of delays and extra work not the fault of the Contractor . . . . . $ 5,933.61

Due to the many delays in completing the contract, which were not the fault of the Contractor, an additional cost was incurred by an increase in labor rates, effective as follows: Contract.

Cement Finishers Piledrivermen, laborers and miscellaneous	Jan. 1, 1947 April 1, 1947	$4,425.53 375.28
		$4,800.81
Additional Cost of Labor Increase Taxes and Insurance 8.48%		593.38
		$5,394.19
General Overhead Expense 12.36%		539.42
		$5,933.61
Profit 10%		71.12
Total Amount of This Claim		$

Profit 10%

Total Amount of this Claim

COPY

Contract #2767

ARTHUR STREET OVERCROSSING
Portland, Oregon
Portland, Oregon

CLAIM NO. 14

Additional cleaning and buffing of steel beams $816.04

Before the final coats of paint were applied to the steel span girders, the Contractor was instructed by the State Engineers to buff the exposed surfaces with wire buffers, which increased the cost of cleaning 75% above what would have been necessary to do the work in accordance with the Contract.

Labor and Insurance		$735.77
Extra scaffold lumber 100 FBM at $65.00	3.75	
Extra nails at 50# at .075	60.00	
Rental of buffing machines	15.80	
Wire cup brushes		144.55
		$880.32
General Overhead Expense 12.36%		108.81
		$989.13
75% of $989.13		$ 741.85
Profit 10%		74.19
Total Amount of this Claim		$ 816.04

COPY

Contract #2767

ARTHUR STREET OVERCROSSING
Portland, Oregon

CLAIM NO. 15

Additional cost of overhead due to delays caused by extra work orders and extra work as per claims submitted $15,675.30

Due to contractor doing extra work orders and extra work for which claims have been made, the total cost of "General Overhead Expense" was greatly increased by the extra time consumed to complete the contract. The amount of this claim is based upon a percentage of the total "General Overhead" cost, which percentage is a ratio of the extra work done to the total cost of the completed contract.

6. There seems to be no doubt that the Oregon State Highway Department failed to comply with the specifications in not providing the sight already graded, except of course, for the foundation excavations contemplated under the work to be performed by the contractor. The State did not provide the grading set forth on page four of the special conditions governing the construction of the Arthur Street overcrossing. The bridge contractor sufferred from not having proper access to the work and was obliged to use methods and work under conditions resulting at higher cost.

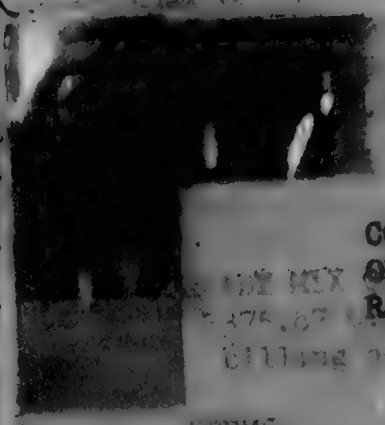
7. The record seems clear that the Oregon State Highway Department failed to properly locate certain sewers crossing the site of the work, and that such sewers were damaged by the pile driving operations by the contractor, such damage required the pile driving operations to be suspended and delayed and interfered with the concrete construction in that the site was opened up and disturbed, making access difficult and resulting in an uneconomical construction procedure.

8. The contractor feels that the Oregon State Highway Department went beyond the intentions and specifications in requiring rubbed surface finish for formed concrete surfaces. The extent of this excessive requirement is difficult to analyze separately by specific areas. The contractor was obliged to return and refinish numerous areas which to all intent and purposes were already satisfactorily finished in accordance with the requirements of the specifications.

9. The contractor was definitely obliged to rub and apply surface treatment to formed concrete surfaces within areas specifically excluded by the specifications. Surface treatment was applied to these particular areas at the insistence and direction of the engineer at the site of the work and they included particularly the underside of the structure in the vicinity of the underpass at Arthur Street. The result of this requirement is quite obvious on the ground at present.

10. Because of the abnormal conditions recited above which were not contemplated by the specifications, the concrete construction in general was delayed and the contractor was not permitted the re-use of sectional forms which could have been expected, and the work was delayed so that its' performance had to be accomplished in unfavorable seasons of the year and the contractor was obliged to accelerate its' performance under uneconomical conditions at considerable extra cost.

The extra costs are measured in the attached by a comparison of what the work actually cost as done against a fair and reasonable estimate of what the work would have cost, had not these interferences for which the State of Oregon is responsible occurred. The contractor claims $163,127.76 being the extra cost plus a reasonable profit.



COMPUTATION OF AMOUNT OF CLAIM FOR EXTRA COSTS OF CLASS "A" CONCRETE & PILONS, CURBS AND HAND-RAIL POSTS

Cost of the work as performed subject to conditions contrary to the contract per statement taken from cost records	$ 272,480,238.
Total direct cost	
Plus general expenses & overhead at 12.36%	33,678.56
Total cost of work as performed	$ 306,158.79
Cost for which work could have been performed if contractor could have worked under conditions guaranteed by the contract per attached estimate	160,509,00
Extra costs occasioned because of failure of the State to provide conditions guaranteed by the contract	$ 145,649.79
Plus a reasonable profit at 12%	17,477.97
Amount of claim	$ 163,127.76

CLASS "A" CONCRETE & PILONS, CURBS & HANDRAIL POSTS

	Labor	Equipment	Expense	Total
READY MIX CONCRETE 3375.67 C.yds per actual billing at 7.99/c.y.	$	$	$26,601.	$26,601.
FORMS Per detailed calculation at 27.53/c.y.	49,147.	500.	42,015.	91,662.
PLACING CONCRETE Per detailed calculation at 2.50/c.y.	5,726.	2,000.	612.	8,338.
TROWELLED & FLOAT FINISHES Per detailed calculation at 0.803/c.y.	2,674.	-	-	2,674.
RUBBED FINISH Per detailed calculation at 3.051/c.y.	8,466.	-	1,693.	10,159.
FURNISH & INSTALL WATER STOP Per detailed calculation at 0.56/c.y.	1,141.	-	710.	1,851.
FURNISH & INSTALL EXPANSION JOINT Per detailed calculation at 0.47/c.y.	810.	-	757.	1,567.
	$ 67,964.	$ 2,500.	$ 72,388.	$ 142,852.
ESTIMATED TOTAL DIRECT COST For the work if constructed per contract conditions 42.90 c/y				
General Expense & Overhead at 12.36% 5.30/c.y.				17,657.
Total Cost of the work if constructed per contract conditions 48.20/c.y.				$ 160,509.

RECEIVED
JUL 30 1947
FOR FILING

11-306(5)

July 29, 1947

Fidelity and Deposit Company
Clarence B. Parker, Agent
Failing Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Morrison-Knudsen Company,Inc., on contract No. 2767, covering the Arthur Street Overcrossing on Front Avenue, in Portland. This payment, in the amount of $14,432.96, will be made on or after August 8, 1947. The retained percentage is $8,268.04.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
7-29-47 gl

RECEIVED
JUL 21 1947
FOR FILING

U1-306(5)

July 18, 1947

Fidelity and Deposit Company
Clarence D. Porter, Agent
Failing Bldg.
Portland 4, Oregon

RE: BOND NO. 4770897 - MORRISON-KNUDSEN COMPANY, INC.
CONTRACT FOR ARTHUR STREET OVERCROSSING, FRONT
AVE. PROJECT, STATE HWY CONTRACT NO. 2767.

Dear Sir:

Reference your letter of July 17.

I am pleased to inform you that contract No. 2767, for the Arthur Street Overcrossing, Front Avenue Project, in Portland was completed on June 30, 1947 and has been recommended for acceptance by the Commission at its meeting to be held on July 21 and 22.

As surety for the contractor on this job, you will be notified when the final payment is made and of the final amount.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

CLARENCE D. PORTER
MANAGER

900-1-2-3 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE
ATWATER 8441

July 17, 1947

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Dear Sir: RE: BOND NO. 4770897 - MORRISON-KNUDSEN COMPANY, INC.
CONTRACT FOR ARTHUR STREET OVERCROSSING, FRONT AVE.
PROJECT, STATE HWY CONTRACT NO. 2767.

In your letter to us dated June 11, 1947 you stated that completion of the above captioned contract was expected about July 1, 1947.

Kindly let us know if said work has been completed and the final contract cost.

Very truly yours,

Clarence D. Porter,
Manager

od/

REFERRED TO
Query
BY SECRETARY

RECEIVED
JUL 18 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 17 1947
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 9, 1947

SUBJECT: Arthur Street Overcrossing
Contract No. 2767

To:

Mr. H.B. Glaisyer,
Secretary
O F F I C E

The Arthur Street Overcrossing, Morrison-Knudsen Co., Inc., contractor, is now completed. This is our Contract No. 2767.

Will you please obtain authorization to make final payment.

Completed June 30, 47

Very truly yours,

W.A. Reeves,
Bridge Office Engineer

WAR/fs
cc: W.A. Reeves
Goldie Lewis

July 22, 1947

REFERRED TO
Query
BY SECRETARY

agenda item

RECEIVED
JUN 13 1947
FOR FILING

UI 306 (S)

June 11, 1947

Fidelity & Deposit Company of Maryland
900 Failing Building
Portland 4, Oregon

Attention: Clarence D. Porter, Manager

Dear Mr. Porter:

We have your letter of May 29 regarding the status of the Arthur Street Overcrossing, Front Avenue Project in Portland, Contract No. 2767.

This contract has not, as yet, been completed but we expect that it will be about July 1, 1947. The total amount paid to date to the contractor, Morrison Knudsen Co., is $252,914.00.

We trust that the information we have supplied to you will fulfill your requirements.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 6/12

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

HOME OFFICE - BALTIMORE 3

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

CLARENCE D. PORTER
MANAGER

900-1-2-3 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE
ATWATER 8441

May 23, 1947.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
State Office Building,
Salem, Oregon.

Dear Herb: Re: #4770897 Morrison-Knudsen Co., Inc.

Please advise us if the contract for the construction of Arthur Street over-crossing, Front Avenue Project, Portland, Contract #2767 has been completed. no Also advise us the total amount of payments made to date on said contract.

Very truly yours,

Clarence D. Porter, Manager

CDP/mab

no

RECEIVED
JUN 7 1947

Paid 252714.00
Not yet Complete
Probably will be
about July 1 1947

REFERRED TO
BY SECRETARY

RECEIVED
JUN 2 1947
OREGON
STATE HIGHWAY COMMISSION

Contract No. 2767

I Rivet will have to go to Bridge Depot, W. Va.

1 Reamer

& 13P

RECEIVED
APR 19 1947
FOR FILING

UI-3065

April 18, 1947

Mr. G. S. Pesson

On Thursday morning Mr. Peacock, representing Morrison-Knudsen Company, Inc., came in to see me about claims for the Arthur Street overcrossing. He presented a summary of cost data which he would appreciate having returned.

I wish you would examine this claim, discuss it with Williams and the Resident Engineer, and see if, in equity and justice, we should pay the whole or any portion of it. As far as the main items are concerned, there may be something on the sanitary sewer changes that caused them extra expense through no fault of their own. It would appear that the contract award delay was agreed to by them and consequently is not applicable. There may be some features in driving steel piling that deserve some consideration. I did not go into the smaller claims because I know so little about them.

As soon as you have made your study of it, discuss it with me and we will make an appointment with Mr. Peacock which I tentatively set for a check with him on Thursday, May 1.

R. H. Baldock

RHB:hi
Attach.

FORM E-161X 1M 7-45

RECEIVED
APR 4 1947
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. S. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

41-306(5)

February 14, 1947

Mr. T. H. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Arthur Street Overcrossing
DI 306 (5)

Herewith copies of Price Agreement No. 2 on the above project. Under date of December 4, we issued Extra Work Order No. 6 on this project in the amount of $2,100, covering some repairs to the Porter Street sewer which had been damaged by the driving of our foundation piling. This extra work order was approved by you on December 11 as a minor charge. At the time this work order was issued, we anticipated damage at bent 13 only. When we got down at bent 13, we found that the sewer was blocked up beyond this bent and certainly damaged at one other bent and possibly at three other bents. This sewer is from 30 feet to 40 feet under the ground surface, and our estimates of cost in digging out the entire sewer ran several thousand dollars higher than the cost of replacing the lower end of the Porter Street sewer in a new location.

The attached price agreement covers this relocation of the Porter Street sewer and is submitted to you for approval as a minor charge.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:CM
Attached
cc W. A. Reeves
J. E. Bach

for

Form A-109—4M—9-43

OREGON STATE HIGHWAY DEPARTMENT

PRICE AGREEMENT

COPY

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Arthur Street Overcrossing Date January 31, 1947

Highway Pacific Hwy. Contract No. 2767

County Multnomah Prefix 25-1069

Contractor Morrison-Knudsen Co., Inc., F. A. Project No. UI-306 (5)

Address Boise, Idaho Price Agreement No. 2

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Construct new Porter Street Sewer from existing manhole at front and Arthur Streets to new location by 30" & 42" brick sewer as is to be constructed by City of Portland - build lateral sewer from LaGrand Industrial Supply Company to connect to the new Porter Street Sewer - connect drains from the old LaGrand Building to the existing street drainage system.

Locations by station numbers:

154+60 to 156+90

Names of pay items, estimated quantities and agreed prices: (see back of sheet)

(1)	$2,930.90
(2)	690.85
(3)	53.00
(4)	159.00
(5)	[illegible]
Total	$4,325.65

Specifications, basis of measurement and other provisions:

The above work is necessitated due to breakage of existing facilities as a result of the construction of the Arthur Street Overcrossing. All work is to conform to the terms of Contract 2767 that are applicable thereto.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

Total Original Authorizations	$ 296,130.67
Total Authorizations to Date	$ 296,130.67
Additional Authorization Requested	$ 4,326.65

Submitted by: J. T. Skelton (sgd.) Resident Engineer

Approval Recommended: W. C. Williams (sgd.) Division Engineer

Approval Recommended: G. B. Purvon (sgd.) Construction—Bridge—Engineer

Signed: Louis A. Peacock (sgd.) Contractor

Approved: R. H. Baldock (sgd.) State Highway Engineer

STATE PRINTING DEPT.

Items of pay items, estimated quantities and agreed prices

(1) Moving equipment to and from job, clearing; leveling trench site, excavating and backfilling trench, timbering, pumping, fine grading, placing backfill where required over pipe to provide minimum 2' cover, furnishing gravel backfill required for 70 lineal ft. of trench, disposing of surplus material and site clean-up.

395 lineal ft. at $7.48 ---------- $2,950.00

(2) 12" concrete sewer pipe in place, 395 lineal ft. at $1.760 --- 695.00

(3) Connections to existing sewer, 1 only at ---------- 53.00

(4) Standard 6' concrete manhole, complete, 1 only at -------- 159.00

(5) Connections to Lafrenz Industrial Supply Co. drainage system -- approximately 27 sq. yds. pavement cut, 220 lineal ft. concrete 6" sewer pipe in place, 1-4" cast iron ell, 1-6" concrete ell, 4" connections, 30 cu. yds. excavation, backfill, for line and price of ---------- 196.00

Total ---------- $4,353.00

DESIGNED FOR FILING

RECEIVED
FEB 10 1947
FOR FILING

I-306-5

February 5, 1947

Mr. Ben C. Morse
City Engineer
City Hall
Portland, Oregon

Dear Sir:

This is to confirm an agreement reached at a conference between Mr. Apperson of your department and Mr. Pearson of the Highway Department on January 29, with reference to the repair of the Porter Street sewer. The problem of this sewer between Arthur Street and the connection with the main sewer at a point between Arthur Street and Sheridan Street at S. W. Front Avenue was damaged by the driving of foundation piles so that repair is not practicable. This damaged section is to be replaced by a new 12-inch concrete sewer pipe extending from the manhole at Arthur Street to a new manhole connecting with the main sewer near the Esplanade for Ramp. The State, through its contractor, will build the sewer line. The city with its own forces will build the new manhole and connect it with the main sewer. The State will reimburse the city for its actual cost in building the new manhole, up to a maximum amount of $1,500.

When the work which you are to do is completed, you should give us an itemized statement of these costs so that we may put through a voucher for your reimbursement.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: GK
cc: G. S. Pearson
R. C. Williams
J. H. Skelton

RECEIVED
JAN 10 1947
FOR FILING

UI 306 (5)

January 9, 1947

Morrison-Knudsen Company, Inc.
319 Broadway
Boise
Idaho

Gentlemen:

The State Highway Commission, at its meeting on December 30, 1946, had under discussion your request for an extension of time of 180 days, from December 31, 1946 to June 30, 1947, within which to complete your contract No. 2767, for the Arthur Street Overcrossing on Front Avenue, in Portland.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ce/gl

cc: W. C. Williams

RECEIVED
JUE 18 1946
FOR FILING

UI-306(5)

Division 8

NOTED
State Highway Engineer

July 15, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Paxson's letter of July 3rd submitting Drawing No. 8597 showing changes in the footings for bents 8 and 9 on the Arthur Street Overcrossing, Federal Aid Project, Oregon UI-306(5).

This plan has been reviewed and is satisfactory for our approval. It is requested that the usual number of small size prints of this drawing be furnished for forwarding and our files. Information is also desired as to whether a price agreement is necessary or will the additional work be included as overruns.

Very truly yours,

F. M. DAVIS
District Engineer

RECEIVED
JUL 16 1946
OREGON
STATE HIGHWAY COMMISSION

Original sent to Paxson

RECEIVED
APR 1 1946
FOR FILING

21 306-5

March 30, 1946

Morrison-Knudsen Co.,Inc.
319 Broadway
Boise, Idaho

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2767, covering the Arthur Street Overcrossing on Front Avenue in Portland, which was awarded to the Marine Contractors,Inc. by the State Highway Commission on December 27, 1945, and assigned to you under an agreement between yourselves and Marine Contractors,Inc. dated February 28, 1946. A fully executed copy of this agreement is attached to the above mentioned contract and is for your records and files.

We are also sending an executed copy of both the contract and agreement to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

el

Sent by Express 3-30-46
Receipt

C.C. to Marine Contractors Inc

RECEIVED
APR 1 1946
FOR FILING

41306 (5)

March 30, 1946

Fidelity and Deposit Co. of Maryland,
Clarence D. Porter, Agent
Failing Building
Portland 4, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2767, covering the Arthur Street Overcrossing on Front Avenue in Portland, which was awarded to the Marine Contractors, Inc. by the State Highway Commission on December 27, 1945, and assigned to Morrison-Knudsen under an agreement between Marine Contractors, Inc. and Morrison-Knudsen Company, Inc. dated February 28, 1946. A fully executed copy of this agreement is attached to the above mentioned contract.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract and assignment for your records and files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

RECEIVED
MAR 28 1946
FOR FILING

UI 306-5

March 26, 1946

Mr. Clarence D. Porter, Manager
Fidelity and Deposit Company of
Maryland
900-1-2-3 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Responding to your request of March 25, I am forwarding to you today, under separate cover, copy of the contract recently awarded by the Highway Commission to Marine Contractors, Inc. covering construction of the Arthur Street Overcrossing on Front Avenue, Portland, State Highway Contract No. 2767.

This contract, as you know, was assigned to Morrison-Knudsen Company. The details with respect to the assignment are not contained in this copy of the contract. We do not have copies available, so the form is incomplete in that respect.

I wish also to point out that the assignment has not received final approval. It was approved by the State Highway Commission subject to concurrence by the Public Roads Administration, which is furnishing Federal funds to assist in financing the work. We have not received word from the Public Roads Administration that they approve the assignment. There is a possibility, of course, that the Public Roads Administration will not approve the assignment, although that is not likely.

I am giving you this information because I want you to know the exact status of the matter.

When the contracts have been executed by the State Highway Commission and the Public Roads Administration approval of the assignment has been received, I will forward you the customary signed copy.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEB:ee

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

2767

CLARENCE D. PORTER
MANAGER

900-1-2-3 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE
ATWATER 6441

March 25, 1946

RECEIVED
MAR 26 1946
OREGON
STATE HIGHWAY COMMISSION

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: 4770747 Marine Contractors, Inc.

Dear Herb:

I wonder if you could send us our copy of this contract and bond now so that I can make a report of its execution to our head office. Our copy need not be signed by the Highway Commission.

Very truly yours,

Clarence D. Porter
Manager

dn

REFERRED TO
Eggleston
BY SECRETARY

for me a copy of the contract
I want to ~~sign~~ verify
CDP

ANSWERED
H. B. GLAISYER

March 23, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

On January 25th, we wrote to you in regard to a contemplated assignment of contract in connection with the Arthur Street Grade Separation Project, Project S-396(5)

Arrangements for the assignment are now complete except for your approval.

We would appreciate hearing from you at once as work under the contract is about to be commenced.

Very truly yours,

S. H. BALDOCK
State Highway Engineer

SHB:GED

cc G. E. Peterson

Letter of 3/26/46 from Davis filed with contract

FORM E-30 2SM 4-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1946

SUBJECT:

To: Mr. S. H. Probert
Office Engineer
O f f i c e

Dear Sir:

At their last meeting, the State Highway Commission discussed the proposed assignment to be given by the Marine Contractors, Inc. to Morrison-Knudsen Company, covering the construction of Arthur Street Viaduct in Portland.

They approved the proposed assignment subject to the further approval of the Public Roads Administration.

Very truly yours,

C. B. McCullough

C. B. McCullough
Asst. State Highway Engineer

JM:EM

January 25, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland, 8, Oregon

Dear Sir:

In connection with the Arthur Street Grade Separation Project, Project S-302(5), the contractor (Marine Contractors, Inc., of Portland) has indicated that it will shortly request permission to assign the contract to the Morrison-Knudsen Co. of Boise, Idaho, a company of which the Marine Contractors, Inc., is a subsidiary.

In order that the Highway Commission may be in a position to act promptly on this expected request, when received, we would appreciate an expression from you as to whether such an assignment would be acceptable to the PRA.

The Marine Contractors, Inc., operates largely on contracts in the vicinity of navigable streams, much of its work being within the limits of the streams and much being on the land. As the State Industrial Accident Commission can not, under Oregon's State Laws, provide protection on work in navigable streams, and as a divided responsibility in protection of this kind is unsatisfactory, the contracting company carries the whole of its industrial accident insurance with a commercial insurance company.

The Marine Contractors, Inc., claims that when it bid on the Arthur Street Grade Separation Project, it overlooked the contract provision which requires the contractor to carry its industrial insurance with the State Industrial Accident Commission, and, now, in going to the State Accident Commission for protection on this project, it finds that it must carry with the State Accident Commission not only this one project, but all of the company's work on land within the State. The company claims that this splitting of its insurance protection between two insurance organizations, when applied to all of its operations, is difficult and inconvenient and, may, due to the divided responsibility involved, subject the company to suits and losses in considerable amounts.

Our present inclination is to recommend to the Highway Commission that the desired assignment of contract be permitted, but action will not be taken in the matter until we know your position in the matter.

Very truly yours,

C. H. McCullough
Asst. State Highway Engineer

SHP:GED

RECEIVED
FOR FILING

UI 306-5

Salem, Oregon
March 15, 1946

Mr. S. H. Probert
Office Engineer
O f f i c e

Dear Sir:

At their last meeting, the State Highway Commission discussed the proposed assignment to be given by the Marine Contractors, Inc. to Morrison-Knudsen Company, covering the construction of Arthur Street Viaduct in Portland.

They approved the proposed assignment subject to the further approval of the Public Roads Administration.

Very truly yours,

C. D. McCullough
Asst. State Highway Engineer

M:EK

RECEIVED
MAR 12 1946
FOR FILING

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

HOME OFFICE - BALTIMORE 3

P26-5
#2767

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

CLARENCE D. PORTER
MANAGER

900-1-2-3 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE
ATWATER 6441

March 11, 1946.
5 P.M.

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission,
State Office Building,
Salem, Oregon.

Dear Herb: Re: #4770897. Morrison-Knudsen Company, Inc.

I return the bonds of Morrison-Knudsen Company covering the Arthur Street over-crossing, Front Avenue, Portland, Oregon, with the seal of our Company attached to all five counterparts.

You can forward me the copy of the contract when it has been completed with the new papers that go into it.

Very truly yours,

Clarence D. Porter

Clarence D.Porter, Manager.

cdp/esg

NOTED
H. B. GLAISYER

rec'd & OK

RECEIVED
MAR 12 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 27 1946
FOR FILING

UI 306-2

February 25, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

As requested in your letter of February 13th, we are sending herewith two additional prints of advance plans for the Sheridan Street-Barbur Blvd. Section of Harbor Drive in the City of Portland; also, three sets of maps showing anticipated traffic on the various streets, ramps and other connections involved in the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

RHP:GEB

Enc.

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

February 13, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of a set of black line prints covering the proposed construction of Oregon UI-306(5), the Harbor Drive and coincidental sections from Sheridan Street to connections with Barbur Blvd., and the Ross Island Bridge.

We would appreciate receiving two additional prints of these plans and also three copies of a sketch showing the anticipated traffic for the various streets, ramps and other connections involved by this project.

Very truly yours,

T. M. Davis
District Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 9 - 1946
FOR FILING
NOTED
(U.I 306(5))

Division 8

February 8, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have received the following comments regarding the design of the Arthur Street Overcrossing, Oregon UI 306(5).

1. The notes regarding stirrups in the concrete girders reading "1/2" stirrups at 9" or abt. 1'6" centers" is rather confusing and could easily be clarified.

2. The splices for the 33" steel beams are satisfactory except that we find the rivets in the web plate splice for the 152# section to be slightly overstressed.

3. Anchor bolts for the steel girders should preferably be 1" in diameter instead of 3/4".

4. We find the resultant force passing outside of the middle third of the base for the counterfort wall of the abutment and wings at the south end of the structure.

We are arranging to have Mr. Tarbet come to your office in the near future and if you have any question regarding the above, they may be discussed with him.

Very truly yours,

original referred
to Mr Paxson

T. H. Davis
District Engineer

RECEIVED
JAN 2
FOR FILING

January 25, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, 8, Oregon

Dear Sir:

306(5)

In connection with the Arthur Street Grade Separation Project, Project S-30[illegible](5), the contractor (Marine Contractors, Inc., of Portland) has indicated that it will shortly request permission to assign the contract to the Morrison-Knudsen Co. of Boise, Idaho, a company of which the Marine Contractors, Inc., is a subsidiary.

In order that the Highway Commission may be in a position to act promptly on this expected request, when received, we would appreciate an expression from you as to whether such an assignment would be acceptable to the PRA.

The Marine Contractors, Inc., operates largely on contracts in the vicinity of navigable streams, much of its work being within the limits of the streams and much being on the land. As the State Industrial Accident Commission can not, under Oregon's State Laws, provide protection on work in navigable streams, and as a divided responsibility in protection of this kind is unsatisfactory, the contracting company carries the whole of its industrial accident insurance with a commercial insurance company.

The Marine Contractors, Inc., claims that when it bid on the Arthur Street Grade Separation Project, it overlooked the contract provision which requires the contractor to carry its industrial insurance with the State Industrial Accident Commission, and, now, in going to the State Accident Commission for protection on this project, it finds that it must carry with the State Accident Commission not only this one project, but all of the company's work on land within the State. The company claims that this splitting of its insurance protection between two insurance organizations, when applied to all of its operations, is difficult and inconvenient and, say, due to the divided responsibility involved, subject the company to suits and losses in considerable amounts.

Mr. W. H. Smith - 2

January 27, 1926

Our present inclination is to recommend to the highway commission that the desired re-alignment of contract be permitted, but action will not be taken in the matter until we have your petition in the matter.

Very truly yours,

O. M. McCullough
Asst. State Highway Engineer

RECEIVED
JAN 17 19[illegible]
FOR FILING
UI-306(5)

January 16, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of January 14, regarding the Arthur Street overcrossing, Oregon UI-306(5).

A free-moving line of traffic will carry up to 2,000 cars per hour. The estimated peak movement on the southbound ramp of Arthur Street is not over 1,000. A 60-foot radius is a very flat radius for city work. The cars making this turn will have passed one or more right-angle turns and perhaps a stop light so that there can be no undue congestion. Also, Arthur Street is 56 feet wide between curbs, and there is no reason why the outside lane cannot be used for a slow-down or storage lane. In addition, if congestion did warrant it, parking could be prohibited along this street since there is very little business west of First Street.

The Highway Commission has increased its right-of-way purchases very materially in this vicinity in order to secure a free flow of traffic, and I am sure it would be unwilling, on the basis of no apparent need, to purchase any more property outside the limits of the project, such as a purchase on Arthur Street would be.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI
cc Mr. H. G. Smith

MONTANA OREGON WASHINGTON RECEIVED JAN 17 FOR FILING
UI-306-(5)

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

RECEIVED JAN 15 1946 OFFICE OF

REFERRED TO H. G. Smith by Asst Engineer see me W.H.M.

January 14, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to traffic chart covering movements at the Arthur Street Overcrossing, Oregon UI-306(5). Our attention is called to the probable congestion that may result from 7,000 vehicles making a complete right turn from Arthur Street into the proposed 26 foot roadway with a 60 foot inside radius. A transition or added slow down and storage lane on the approach to this curve is suggested.

Your views as to this suggestion will be appreciated.

T. M. DAVIS
District Engineer.

RECEIVED JAN 1 OREGON STATE HIGHWAY COMMISSION

5+C

Division 8

January 14, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to traffic chart covering movements at the Arthur Street Overcrossing, Oregon UI-306(5). Our attention is called to the probable congestion that may result from 7,000 vehicles making a complete right turn from Arthur Street into the proposed 26 foot roadway with a 60 foot inside radius. A transition or added slow down and storage lane on the approach to this curve is suggested.

Your views as to this suggestion will be appreciated.

T. M. DAVIS
District Engineer.

5 4 C

Charge to the account of 26-10[illegible]20 $

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
OVERNIGHT TELEGRAM		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

RECEIVED MAR 12 1946 FOR FILING

WESTERN UNION

R. B. WHITE PRESIDENT
NEWCOMB CARLTON CHAIRMAN OF THE BOARD
J. C. WILLEVER FIRST VICE-PRESIDENT

1217-S

AGENDA JAN 17 1946

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram; subject to the terms on back hereof, which are hereby agreed to

UI 306-5

SALEM, OREGON
DECEMBER 27, 1945

MARINE CONTRACTORS, INC.
8444 N. W. St. HELENS ROAD
PORTLAND, OREGON

CONTRACT FOR ARTHUR STREET OVERCROSSING AWARDED TO YOU THIS DATE.

OREGON STATE HIGHWAY COMMISSION
BY
G. S. PAXSON
BRIDGE ENGINEER

WAR:BLH
CC.CONFIRMATION
AUDITOR
MR. GLAISYER ✓

Your special attention is called to the paragraph under Article 1.7.18. relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Yours very truly,

G. S. Paxson
Bridge Engineer

By

W. A. Reeves
Bridge Office Engineer

WAR:BLH

57C

...MISSIONERS
...H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. S. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
[redacted]

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

December 27, 1945

Marine Contractors, Inc.
8444 N. W. St. Helens Road
Portland, Oregon

Gentlemen:

Herewith is confirmation of telegram advising you that the contract for the Arthur Street Overcrossing was awarded to you on this date, December 27, 1945. The award is based on your low bid price of $269,209.70.

We are sending you today by express four copies of the contract No. 2767. Please execute all four copies as to agreement and bond and return them to this office for submission to the State Highway Commission. When they have been signed by the Highway Commission a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Article 1.7.18. relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Yours very truly,

G. S. Paxson
Bridge Engineer

By

W. A. Reeves
Bridge Office Engineer

WAR:BLH

SFC

UI-306-5
RECEIVED
DEC 28 1945
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(41)

A. N. WILLIAMS
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PR1 DL PD GOVT=PDX PORTLAND ORE 27 2:22P

R H BALDOCK, STATE HIGHWAY ENGINEER=

SALEM ORE=

1945 DEC 27 PM 2 46

REYOURTEL ADVISING RIGHT-OF-ENTRY OBTAINED OREGON UI-306(5), ARTHUR TREET PROJECT. HEREBY CONCUR IN AWARD TODAY TO LOS BIDDER MARINE CONTRACTORS INC, PORTLAND ORE=

T M DAVIS PRA PORTLAND.

UI-306(5)

RECEIVED
DEC 27 1945
OREGON
STATE HIGHWAY COMMISSION

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Code or cipher phrases may be included without charge.

T M DAVIS

201 FINANCIAL CENTER BUILDING PORTLAND ORE

CHIEF COUNSEL DEVERS ADVISES THAT LEGAL ACTIONS IN ACQUISITION OF RIGHT OF WAY FOR ARTHUR STREET OVERCROSSING STRUCTURE HAVE ADVANCED TO POINT WHERE WE HAVE RIGHT TO TAKE POSSESSION. WE THEREFORE REQUEST YOUR CONCURRENCE IN AWARD OF CONTRACT TODAY TO MARINE CONTRACTORS INCORPORATED

BALDOCK

SALEM ORG DEC 26 1945

T N DAVIS

901 FINANCIAL CENTER BUILDING PORTLAND ORG

CHIEF COUNSEL DEVERS ADVISES THAT LEGAL ACTIONS IN ACQUISITION OF RIGHT OF WAY FOR ARTHUR STREET OVERCROSSING STRUCTURE HAVE ADVANCED TO POINT WHERE WE HAVE RIGHT TO TAKE POSSESSION. WE THEREFORE REQUEST YOUR CONCURRENCE IN AWARD OF CONTRACT TODAY TO MARINE CONTRACTORS INCORPORATED

BALDOCK

approval secured
12-27-45
awarded to marine Contractors, Inc.

RECEIVED

cc Mr. Devers
Mr. Probert
Mr. Glaisyer
Mr. Pearson.

RECEIVED

Fill

Charge to the account of

$

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
OVERNIGHT TELEGRAM		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram of ordinary cablegram.

WESTERN UNION

1217

A. N. WILLIAMS, PRESIDENT
NEWCOMB CARLTON, CHAIRMAN OF THE BOARD
J. C. WILLEVER, FIRST VICE-PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

WANT A REPLY?
"Answer by WESTERN UNION" or similar phrases may be included without charge.

SALEM ORG DEC 26 1945

T M DAVIS

201 FINANCIAL CENTER BUILDING PORTLAND ORG

CHIEF COUNSEL DEVERS ADVISES THAT LEGAL ACTIONS IN ACQUISITION OF RIGHT OF WAY FOR ARTHUR STREET OVERCROSSING STRUCTURE HAVE ADVANCED TO POINT WHERE WE HAVE RIGHT TO TAKE POSSESSION. WE THEREFORE REQUEST YOUR CONCURRENCE IN AWARD OF CONTRACT TODAY TO MARINE CONTRACTORS INCORPORATED

BALDOCK

RECEIVED
DEC 3 1945
FOR FILING

Const
Project
Bridge Drawing

U1-306 (5)

Archer St. Opening

November 30, 1945

The Pacific Telephone & Telegraph Co.
720 S. W. Oak Street
Portland, Oregon

Attention: Mr. C. S. Mann, Asst. Secretary

Dear Sir:

We are handing you herewith one fully executed copy of an agreement between the State Highway Commission and The Pacific Telephone and Telegraph Company which covers certain work to be performed on Front Avenue in Portland and which involves the facilities of your Company.

Misc. C+A #852

This copy is for your records and files.

Very truly yours,

G. H. McCullough
Assistant State Highway Engineer

JH:EM
cc - L. L. Peterson
E. E. Probert

FORM S-26 REV 11-44

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 28, 1945

SUBJECT:

To:

Mr. C. B. McCullough
Asst. State Highway Engineer

B u i l d i n g

Dear Sir:

I hand you, herewith, three copies of agreement between the State Highway Commission and Telephone Company covering work to be performed on Front Avenue in Portland. These have been fully executed by the State Highway Commission.

I have retained the original for the Commission's records and files.

Very truly yours,

H. B. Glaisyer
Secretary

ga
Enclosure

RECEIVED
OCT 27 1945
FOR FILING

Const
Projects
Grade Crossing

Arthur St. O/File

October 25, 1945

The Pacific Telephone & Telegraph Co.
730 S. W. Oak Street
Portland, Oregon

Gentlemen:

We are handing you herewith four copies of a Form of Agreement between the State Highway Commission and your Company which covers certain work to be performed on Front Avenue, and which involves facilities of your Company.

If this Agreement meets with your approval, please have all copies executed by the proper officials and return them to this office for further execution by the State Highway Commission. We will then return one fully executed copy to you.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JM:HM
Enclosures - 4

FORM S-90 SSH 4-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 22, 1945

SUBJECT:

To:

Mr. C. B. McCullough,

O f f i c e .

Dear Mr. McCullough:

Attached you will find five bound copies of the agreement to be executed by the State and The Pacific Telephone and Telegraph Company covering work to be done on Front Avenue, which involves facilities of the telephone company.

I presume that these instruments should go to the telephone company for approval and execution and then to the Commission at its next meeting.

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.

FOR FILING

Canal
Projects
Bridge Crossings

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 17, 1945

SUBJECT: Arthur Street Overcrossing

To: Mr. C. B. McCullough
Assistant State Highway Engineer
O f f i c e

NOTED

File

Dear Sir:

I am returning herewith the draft of the agreement between The Pacific Telephone and Telegraph Company and the State covering the safeguarding of its facilities on Southwest Front Avenue at Arthur Street.

I made one or two minor changes. On Page 2, Section 5 of the recitals, I have put in a reference to the driving of piles. The principal danger to the company's facilities is in this pile driving and not in the excavation. In Section 3 of the things to be done by the various parties, I have changed the wording slightly so that the test pits are only to be kept open during that period of time when danger to the company's facilities might reasonably be anticipated.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:CM
Attached

Draft sent to Powers - 10-23-45

RECEIVED
OCT 10 1945
FOR FILING
Const
Project
Music-Portland
First Ave.

Salem, Oregon
October 2, 1945

Mr. J. M. Devers
Chief Counsel
O f f i c e

Dear Sir:

We are handing you hereto a copy of a letter from Mr. G. S. Paxson which has to do with the rearranging of the toll cable of the Pacific Telephone and Telegraph Company on Front Avenue in Portland.

Will you please have prepared a Form of Permit to cover this proposed work.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JM:EM
Enc.

Sir:— Will you please send the carbon copy for which I have a receipt now as the corrections & ... work has to start ...

...HWAY COMMISSION

...CORRESPONDENCE

...regon.....
...1945.....

...ECT:

L

Dear Sir:

The main San Francisco toll cable of the Pacific Telephone and Telegraph Company is in buried conduit on Front Avenue in Portland. At the point where we are to build the overcrossing structure carrying Harbor Drive across Arthur Street, this cable is from 5 to 25 feet below the surface of the present street. This is a very important toll cable, and any damage to it occasioned by our construction would seriously interrupt the communication system.

The Pacific Telephone and Telegraph Company is, of course, anxious to safeguard its facilities, and is willing to pay the additional cost occasioned by changes in our foundation design to insure the safety of its installation. The foundations of the Arthur Street viaduct are on creosote-treated piles and steel piles, and the cable in all cases is below the elevation of the concrete footing which rests on these piles. They propose to dig a pit which will expose the conduit to view at each of our footings. We can then rearrange the pile spacing and be able to spot these piles so they will not injure the conduit. The pits will then be backfilled to the elevation of the concrete foundations, using river run sand and gravel well tamped.

The telegraph company will dig the pits with its own crews. Our contractor will drive the piling and make the backfill of the pits. The change will add the cost of this backfilling. The matter should probably be covered by a memorandum agreement with the telegraph company. I would suggest the following points for inclusion in this agreement, together with any other points which you or Mr. Devers may think advisable:

1. As part of the State's construction program, a reinforced concrete and structural steel viaduct will be built at the intersection of S. W. Front Avenue and Arthur Street in Portland carrying S. W. Front Avenue over Arthur Street.

2. The foundations of this viaduct are to be supported on creosote-treated timber piles and steel piles.

FORM E-30 2M4 4-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1945

SUBJECT:

To: Mr. C. B. McCullough
Assistant State Highway Engineer
O f f i c e

Dear Sir:

The main San Francisco toll cable of the Pacific Telephone and Telegraph Company is in buried conduit on Front Avenue in Portland. At the point where we are to build the overcrossing structure carrying Harbor Drive across Arthur Street, this cable is from 5 to 25 feet below the surface of the present street. This is a very important toll cable, and any damage to it occasioned by our construction would seriously interrupt the communication system.

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1. As part of the State's construction program, a reinforced concrete and structural steel viaduct will be built at the intersection of S. W. Front Avenue and Arthur Street in Portland carrying S. W. Front Avenue over Arthur Street.

2. The foundations of this viaduct are to be supported on creosote-treated timber piles and steel piles.

3. The Pacific Telephone and Telegraph Company has a nine-duct conduit, carrying its Portland to San Francisco telephone circuits and local circuits, buried under the existing street sruface on Front Avenue.

4. These circuits are a vital part of its communication system.

5. The franchise or permit under which these conduits were installed under this public street requires the Pacific Telephone and Telegraph Company to bear the costs of its rearrangement made necessary by improvement to the street.

6. To protect the conduits from damage during the construction of the viaduct, particularly during the driving of the foundation piles, it is judged advisable to excavate a pit to expose the conduits to view before driving the piles.

7. The Pacific Telephone and Telegraph Company will excavate these pits with its own forces without cost to the State.

8. After driving the foundation piles, the pits are to be backfilled to the elevation of the bottom of the concrete footings with a well-graded mixture of sand and gravel well compacted. The estimated quantity of backfill is 260 cubic yards.

9. The State's contractor will perform this backfilling at the price bid for furnishing and placing gravel backfill.

10. The Pacific Telephone and Telegraph Company agrees to reimburse the State in the amount paid by State to contractor for the backfilling of the pits.

11. The Pacific Telephone and Telegraph Company will place its representative on the work to advise with the State's engineer as to the best reasonable procedure for safeguarding the conduits during construction. All instructions to the contractor will be given by the State's engineer.

12. The State will cause its contractor to use all reasonable caution in the prosecution of the work, but does not assume any responsibility for damage to the Pacific Telephone and Telegraph Company facilities because of such work.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM

RECEIVED
FOR FILING
III 306-5

November 20, 1945

Mr. P. H. Davis
District Engineer
Public Roads Administration
P. O. Box 2900
Portland 8, Oregon

Dear Sir:

Receipt is acknowledged of your communication of November 16 in regard to P. S. & E. documents for Oregon Project III-306(5). The last paragraph of your letter reads as follows:

"Our recommendation for approval is subject to the condition that the paragraph on alternations in the Special Provisions will not apply insofar as Federal funds are concerned."

This arrangement is entirely satisfactory to us. In fact, if you will refer to my letter of August 2, you will find (in the next to the last paragraph) the following sentence.

Filed: Const-Fed. Aid-Plans-Specif. 1945

"In this connection I would also like to point out that any adjustments made pursuant to the provision submitted to you under date of April 24 will be paid for wholly out of State funds, so that the Federal government will in no wise be affected financially."

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:ej

Division 8

C.S. McCullough ✓

November 26, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project UI-306(5) Arthur Street Overcrossing on the Sheridan Street - Bancroft Street Section, Pacific Highway W., (Front Ave. Portland) have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

This project is on the Interstate System as covered in our letter of September 18, and we have changed the prefix to UI instead of U as submitted; please change your records accordingly.

Our concurrence in award will be withheld pending advice that right of entry has been obtained with respect to rights-of-way not acquired.

Our recommendation for approval is subject to the condition that the paragraph on alterations in the Special Provisions will not apply insofar as Federal funds are concerned.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
OCT 31 1945
FOR FILING

306-F

Division 8

October 29, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Dear Sir:

Plans for the Arthur Street Overcrossing, Oregon UI-306(5), have been reviewed by our Washington Office, and the only question raised is regarding the live loading. The bridge is designed for H-15 loading. Inasmuch as it is on the Interstate System H20-S16 is the proper loading.

In view of the fact that the design was completed before the Interstate standards were adopted, we believe the plans will be accepted on the H-15 design and we will so recommend.

Will you please advise us of your reaction in the matter and set forth the circumstances affecting the loading so that we may forward your letter with our comments.

Very truly yours,

T. H. DAVIS
District Engineer

By:

H. A. Stoddart
Senior Highway Engineer

RECEIVED
OCT 30 1945
OREGON
STATE HIGHWAY COMMISSION

Original sent to G. S. Paxson

RECEIVED
FOR FILING

306-5

October 13, 1945

Mr. T. H. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Arthur Street Overcrossing
Oregon 61 306 (5)

Attached hereto are three copies of a sketch map on which has been shown the anticipated traffic for the various ramps and connections in the vicinity of the Arthur Street Overcrossing. These are being sent in response to your letter of October 2.

Very truly yours,

S. H. McCullough
Assistant State Highway Engineer

SHM:kh
cc C. S. Penman

Attached

FORM S-50 2M 11-44

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
OCT 11 1945
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

Salem, Oregon
October 10, 1945

SUBJECT: Arthur Street Overcrossing.

To: Mr. G. S. Paxson
Office Building

In line with your request, I am transmitting herewith four copies of plan showing traffic volume expectancies on the Arthur Street facility--information which I believe the P.R.A. has requested.

F. B. Crandall
Acting Traffic Engineer

FBC:eee
attach.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

October 2, 1945

RECEIVED
OCT 3 - 1945
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the advance plans for the Arthur Street Overcrossing, Oregon UI 306(5), at Portland.

In order to evaluate the adequacy of the proposed layout we would appreciate a statement or sketch showing anticipated traffic volumes at and adjacent to this crossing, such as the on ramps from S. W. Kelly Avenue and Arthur Street, also to and from Sheridan Street. Traffic both on and under the structure and from the service road to the east should be shown.

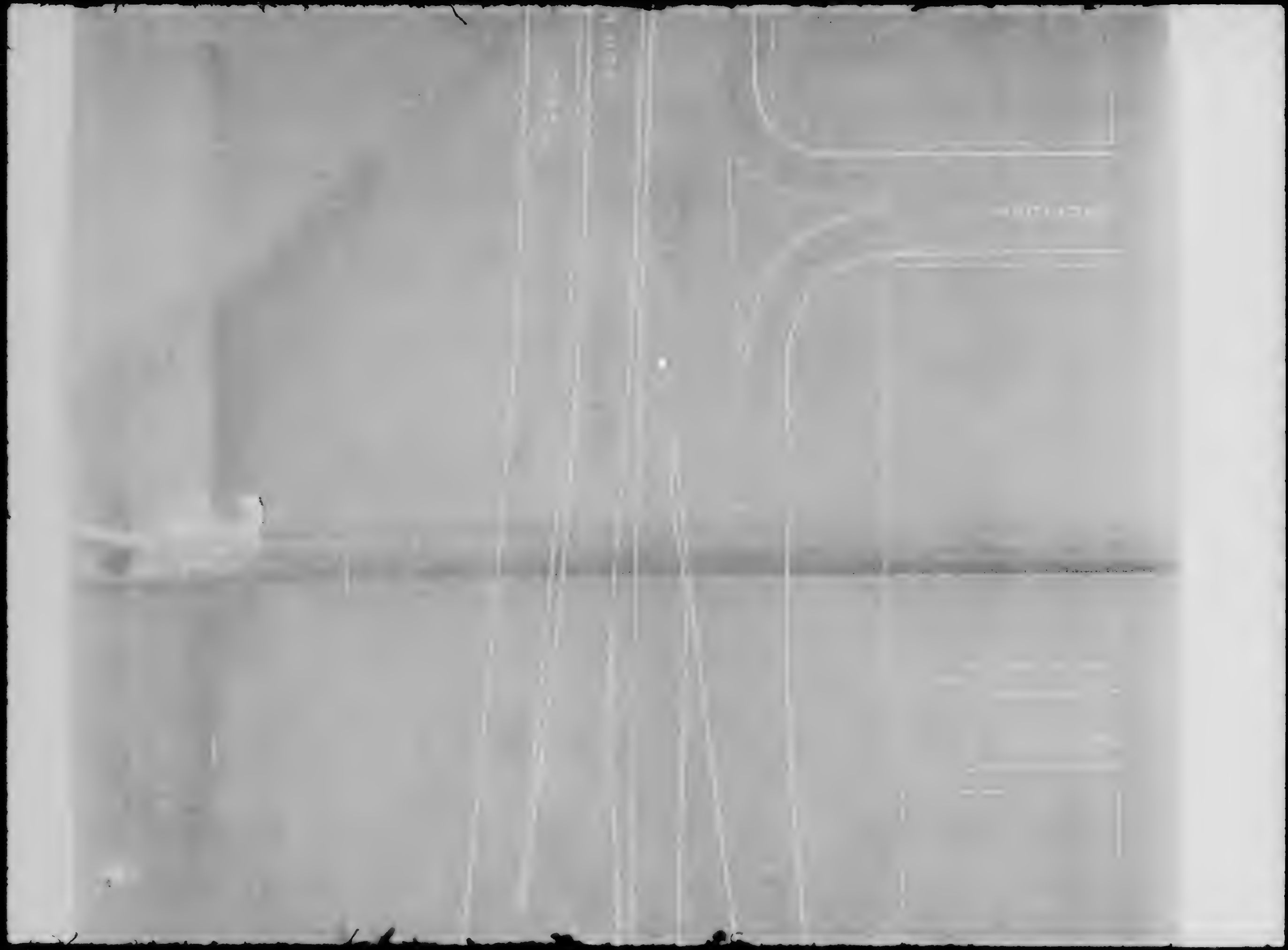
We have been requested that for future submission of advance plans they be accompanied by statements or sketches showing the anticipated traffic movements.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OCT 3 1945
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Dawson
By Asst. State Highway Engineer



RECEIVED
NOV 17 1945
FOR FILING

302-5

November 10, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Arthur Street Overcrossing, Project No. ~~U-308-4~~). U1-306(5)

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS
Encl.

RECEIVED
OCT 2 1945
FOR FILING

306-5

October 2, 1945

Mr. H. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your letter of September 20 regarding foundation piles for Arthur Street Overcrossing on Harbor Drive, Oregon UI 306(5), has been received. We concur in your general conclusions insofar as they are concerned with the overlaying material in which the piles shown on the plans are founded. We do not question characteristics of this overlaying material, but as was pointed out in our letter of September 17, the thick layer of material immediately below the points of the piles is of exceptionally poor quality, being almost entirely made up of street cleanings. The driving of piles through the good material will undoubtedly disturb the continuity of the overlaying material, and this driving disturbance, combined with the voids that undoubtedly exist in the vicinity of and under the steel sway bracings and around encased steel columns of the old viaduct, may result in settlement even with the low unit pile loads used in the design.

In order to avoid possible foundation settlement with resultant high cost for correction, we desire that the piling be extended through the soft material, thus insuring a stable structure.

This question was discussed verbally over the telephone by your Mr. Paxson and Mr. Wright of this office on October 1.

Very truly yours,

T. M. DAVIS
District Engineer

By:

L. J. Caufield
Senior Highway Engineer

RECEIVED
OCT 2 1945
FOR FILING

NOTED

306-5

Division 8

October 2, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the advance plans for the Arthur Street Overcrossing, Oregon UI 306(5), at Portland.

In order to evaluate the adequacy of the proposed layout we would appreciate a statement or sketch showing anticipated traffic volumes at and adjacent to this crossing, such as the on ramps from S. W. Kelly Avenue and Arthur Street, also to and from Sheridan Street. Traffic both on and under the structure and from the service road to the east should be shown.

We have been requested that for future submission of advance plans they be accompanied by statements or sketches showing the anticipated traffic movements.

Very truly yours,

T. H. DAVIS
District Engineer

W.H.McCullough
Original sent to Parker

RECEIVED
FOR FILING

January 21, 1952

Oregon State Highway Commission

Gentlemen:

On January 23, 1951 the Commission approved reimbursement to the Standard Oil Company of California for rearrangement of its tracks, signal systems, retaining walls, et cetera, at its plant in Coos Bay, being necessitated by construction of the North Bend-Coos Bay Section of US101. Your approval for reimbursement stipulated that this should be done after it had been verified by the Commission's Auditor.

The Auditor immediately began an audit of the account, but the final payment has been delayed due to controversy on an item in the billing. Briefly, the questioned item was that the Company had agreed to allow the State credit in the amount of $8,161.90 for some work on the subdivision wall that the Standard Oil Company would have had to perform regardless of whether or not the highway was reconstructed. It was thought that, inasmuch as the cost of all the work, which was estimated at approximately $16,000 in 1950, had more than doubled by the time the work was completed in 1951, the amount of the credit should also be raised proportionately.

We have been unable to secure any comment for increase of this credit from the Company or through its attorneys, they flatly stating that this credit was a set amount to be allowed in cash and making the further statement that the work would have been performed earlier (and possibly could have been done at the originally estimated cost) had the work not been delayed due to the highway construction. Our attorneys are of the opinion that the agreement as executed definitely commits the State to credit in the amount stipulated. Under these conditions, it is requested that you confirm the payment billed in the amount of $34,739.60, which billing has been verified by the Auditor.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. C. W. Enfield
Mr. C. H. Hainen
Mr. Forrest Cooper

WCW:me bl

FORM E-20X 25M 3-51 47159

AGENDA
JAN 31 1952

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1952

SUBJECT: File No. 8048-A
Standard Oil Co., Coos Bay

To: Mr. W. C. Williams
Assistant State Highway Engineer
O F F I C E

Dear Mr. Williams:

I hand you herewith our file 8048-A, together with part of the Accounting Office's file, concerning the claim of Standard Oil Company to reimburse them for the cost of construction and maintenance of warning signals at a railroad grade crossing and for the construction of a collision wall.

You will notice that the firm of Koerner, Young, McColloch & Dezendorf, which represents the Standard Oil Company, has been making demands that the settlement of this matter be expedited. I will appreciate your reviewing this file and advising Mr. Baldock whatever particulars are necessary so that this matter may be placed on the agenda for the next meeting of the Commission and some final action taken. From my review of the file it appears that should this matter go to litigation we would be required to pay the full cost of construction of the collision wall and receive credit for only the sum of $2,162.50, as specifically agreed in the contract between the State and the Standard Oil Company.

It likewise appears from the file that at a conference held in December of 1948 it was agreed that the State should pay the entire cost of one signal and the oil company the cost of the second signal. However, according to the Standard Oil Company's records of this conference the State and the company each agreed to assume the cost of one signal and the State agreed to pay the cost of installation of both signals.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:ea
Encl.
cc Mr. Glaisyer

RECEIVED
FOR FILING
F 111(11)
W3262

3128

January 15, 1952

Coos Bay-North Bend Water Board
264 South Broadway
Coos Bay, Oregon

Attention: Mr. L. J. Sherrill

Gentlemen:

In answer to your letter addressed to Mr. H. B. Glaisyer, Secretary, I wish to advise that the rental rates are as follows:

Air compressors, portable - 85 to 105 cu. ft.- - -	$ 1.90 per hour
Hammers, pavement breakers - 70 to 90 lbs. - - - - -	0.25 per hour
Crane, gasoline-powered, excluding bucket - 9,500 to 14,000 lbs.- - - - - - - - - - - - - - - -	11.10 per hour

I do not see any need of breaking the charges down to Exhibit "A" in the contract if the work was carried on systematically any many of the items done progressively. We wish the bill segregated under the items mentioned in (e), and the bill in general should be made out so that our engineer and auditor can check the work done. I think many of the items could be grouped or segregated in any way so that an intelligent check can be made. Your bills in the past have been very complete and satisfactory from the auditor's standpoint.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR mc

cc Mr. H. G. Smith
Mr. Tom Edwards

ASSIGNMENT

No. 31

By

January 14, 1952

Description: Letter of January 10 by L. J. Sherrill of Coos Bay-North Bend Water Broad re labor costs paid by them for rearranging water pipe mains and related facilities on rerouting of US101 in Coos Bay

Acknowledged by _____ Referred to ___Smith_____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply PLEASE RETURN TO
Please prepare for _____ W. C. WILLIAMS signature

Assignment executed 1-14-52 Report received _____

Remarks:

ARD

D. BROADWAY, COOS BAY, OREGON
RGINIA AVE., NORTH BEND, OREGON

D: Coos Bay

PLEASE RETURN TO
W. C. WILLIAMS

Oregon

Attention H. B. Glaisyer, Secretary

Gentlemen:

We are in the process of billing the Highway Commission for labor costs paid by us for rearranging water pipe mains and related facilities on rerouting of U. S. Highway 101 in Coos Bay, Oregon.

Would you kindly advise us what hourly rental rates are to be billed on the following major equipment used in the work:

Without operator but with Gasoline 7.90 6.25
full operated 11.10

Air compressors, Portable - 85 to 105 cu. ft.
Hammers, Pavement breakers,- 70 to 90 lbs.
Crane, gasoline powered, excluding bucket - 9500 to 14,000 lbs.

Also would you please advise if it is necessary for us to break down the charges by items as per exhibit "A" attached to contract.

Thanking you, we remain

Yours truly,

COOS BAY-NORTH BEND WATER BOARD

NOTED
W. C. WILLIAMS

By L. J. Sherrill
L. J. Sherrill, Office Manager

LJS:rg

REFERRED TO
BY SECRETARY

Williams:
Please prepare
answer

COOS BAY-NORTH BEND WATER BOARD

COMMISSIONERS:
F. S. HARY, CHAIRMAN
WILLIAM SCHROEDER, VICE-CHAIRMAN
J. S. HANEN, SECRETARY
GEORGE L. SOONE

MANAGER
~~XXXXXXX~~ C. V. Signor

OFFICES:
264 SO. BROADWAY, COOS BAY, OREGON
609 VIRGINIA AVE., NORTH BEND, OREGON

REPLY TO: Coos Bay

January 10, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Commission
Salem,
Oregon

Attention H. B. Glaisyer, Secretary

Gentlemen:

We are in the process of billing the Highway Commission for labor costs paid by us for rearranging water pipe mains and related facilities on rerouting of U. S. Highway 101 in Coos Bay, Oregon.

Would you kindly advise us what hourly rental rates are to be billed on the following major equipment used in the work:

Without operator & with Gas, oil &c. - 1.90 full operated - 1.10 Air compressors, Portable - 85 to 105 cu. ft.
0.25 Hammers, Pavement breakers,- 70 to 90 lbs.
Crane, gasoline powered, excluding bucket - 9500 to 14,000 lbs.

Also would you please advise if it is necessary for us to break down the charges by items as per exhibit "A" attached to contract.

Thanking you, we remain

Yours truly,

COOS BAY-NORTH BEND WATER BOARD

NOTED
W. C. WILLIAMS

By L J Sherrill
L. J. Sherrill, Office Manager

LJS:rg

REFERRED TO
Mr Bruhn
BY SECRETARY

Williams.
Please prepare
answer

RECEIVED
JAN 1952
FOR FILING
FORM E-80 25M 8-50 40800

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1952

SUBJECT: File No. 8048-A
Standard Oil Co., Coos Bay

To: Mr. W. C. Williams
Assistant State Highway Engineer
O F F I C E

Dear Mr. Williams:

I hand you herewith our file 8048-A, together with part of the Accounting Office's file, concerning the claim of Standard Oil Company to reimburse them for the cost of construction and maintenance of warning signals at a railroad grade crossing and for the construction of a collision wall.

You will notice that the firm of Koerner, Young, McColloch & Dezendorf, which represents the Standard Oil Company, has been making demands that the settlement of this matter be expedited. I will appreciate your reviewing this file and advising Mr. Baldock whatever particulars are necessary so that this matter may be placed on the agenda for the next meeting of the Commission and some final action taken. From my review of the file it appears that should this matter go to litigation we would be required to pay the full cost of construction of the collision wall and receive credit for only the sum of $2,162.50, as specifically agreed in the contract between the State and the Standard Oil Company.

It likewise appears from the file that at a conference held in December of 1948 it was agreed that the State should pay the entire cost of one signal and the oil company the cost of the second signal. However, according to the Standard Oil Company's records of this conference the State and the company each agreed to assume the cost of one signal and the State agreed to pay the cost of installation of both signals.

Yours very truly,

C. W. Enfield

C. W. ENFIELD
Chief Counsel

CWE:ea
Encl.
cc Mr. Glaisyer

RECEIVED
JUL 24 1951
FOR FILING

COMMISSIONERS
BEN H. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

F-141(11)
2768

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

July 9, 1951

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

There has been placed on my desk for study and for answer, a letter dated June 13, addressed to the Oregon State Highway Commission and directed to the attention of Mr. Maison, which letter is over the signature of the law firm of Koerner, Young, McColloch & Dezendorf, who are attorneys for the Standard Oil Company and who are now writing in connection with the Company's claim for reimbursement growing out of the agreement executed by the Company and the Highway Commission on November 16, 1942, involving some railroad and highway alterations in Coos Bay.

There is a wide difference between the amount of money that the Company is now demanding and the amount which some members of the Highway staff think is due. This subject is entitled to careful consideration, and I suggest that a conference be arranged to be attended by you and members of your staff, the writer and members of the legal staff and by Mr. Hawke. I shall appreciate your comment with respect to this matter.

I have assumed that someone has acknowledged receipt of the letter of the attorneys, and therefore, I have not written the attorneys at all. If that letter has not been acknowledged, it should be as a matter of courtesy.

Yours very truly,

J. M. DEVERS

JMD:FRC

cc- Mr. W. C. Williams
Mr. Malcolm Hawke

Please see page ___
Hawke is handling.

RECEIVED
FOR FILING

File

7-141 (IV

2768

OREGON STATE HIGHWAY COMMISSION
(date)
November 28, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
2768	28-A-Final	Porter W. Yett	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19367	B-4552	$1,000.00	11/27/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1947

Time Extensions: Extended to Oct. 31, 1949 without penalty

Completion Date: Oct. 31, 1949

Date Accepted: March 21, 1950

Penalties: None of record

Claims: There is a claim filed against this contract by Mrs. Emma Russell for damage to her property in the amount of $1000. (See Remarks)

Remarks:

Mrs. Russell's claim is for damage to her property. The claim is denied by the contractor, and Mr. Devers rules that the Hwy. Commission does not have the authority in connection with such a claim, that it has where claims involve the furnishing of labor and material. Mr. Devers, in his letter of Nov.3,1950 to Mrs. Russell's Attorney, Ben Flaxel, states that Mrs. Russell's claim has not been established, in view of which final payment will be released to the contractor on Nov. 15, 1950. Up to this date, Nov. 29, 1950, there are no new developments, hence the final warrant may be released immediately.

Date: 11-29-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
11-29-50

Warrant Mailed: NOV 29 1950

RECEIVED
NOV 8 - 1950
FOR FILING

7-141 (11)
2768

November 3, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is ready to make final payment to Porter W. Yett, contractor for grading and paving on the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County, State Highway Contract No. 2768. Such final payment, in the amount of $1,000, will be released on or after Wednesday, November 15, 1950.

A check of the records of the State Highway Commission disclose no claims against this job except that of Mrs. Emma Russell for damages, in the amount of $1,000. The State Highway Commission assumes no responsibility for such claims should there be any.

With respect to the claim of Mrs. Russell I attach a copy of a letter sent to Mrs. Russell's Attorney, Ben C. Flaxel of North Bend, today by the Commission's Chief Counsel. The final payment to Mr. Yett will be made in conformity with the information contained in this letter.

For your information the total contract amount is $475,120.95, of which amount $1,376.92 represents force account work. The contract was completed on October 31, 1949 and was accepted by the Highway Commission on March 21, 1950.

We are bringing this matter to your attention inasmuch as the Continental Casualty Company appears as surety for Mr. Yett on this job. We will appreciate acknowledgment of the receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:gl
cc: Tate, Westenfelder & Berg, Inc.
Mr. Warner M. Bruce
Porter W. Yett

NOTED ON CARD

...SSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 3, 1950

OFFICE COPY

Mr. Ben C. Flaxel
Attorney at Law
Box 576
North Bend, Oregon

Dear Mr. Flaxel:

Please refer to your letter dated June 21, 1950 relative to the claim of Mrs. Russell against Porter Iett.

It appeared that Mrs. Russell claims that her property sustained damage in connection with the performance of Mr. Iett's contract with the State. The claim is denied by Mr. Iett and of course you know the Commission cannot sit as a court to pass upon the merits of a claim of that character. If the claim was for labor or material furnished in connection with the performance of the job, then the Commission could be a little more exacting with respect to withholding final payment until the controversy was disposed of, but when a claim like the one urged by Mrs. Russell is involved and liability is denied by the contractor the Commission, in my opinion, does not have the authority that it has where claims for material and labor are involved.

Notice of Mrs. Russell's claim has been filed but it appears that no other action has been taken. The contractor is demanding that payment be made. He is justified in such demand in view of the fact that the job has been completed and has been accepted by the State.

Final apyment has been postponed and deferred for quite some time to give Mrs. Russell an opportunity to establish her claim or otherwise support her position, but, as I have said, the Commission cannot longer postpone final payment on the job. You are, therefore, advised, that unless some action is taken within ten days from the date hereof which will stay the hands of the Commission with respect to making final payment, final payment will be made by the 15th of November, 1950.

Yours very truly,

JMD:JK

J. M. DEVERS

RECEIVED
JUN 30 1950
FOR FILING

7-141 (11)

2768

June 30, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Porter W. Yett, on contract No. 2768, covering the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County. This payment, in the amount of $13,186.26, will be made on or after July 10, 1950. The retained percentage is $1,000.

We refer you to our letter of March 30 in which we stated final payment would be made on this job after the claim of Mrs. Emma Russell had been satisfied. It has since been decided to release to the contractor all monies due him under this contract as a semi-final payment, retaining only the amount of $1000 claimed by Mrs. Russell. There are no other claims recorded against this contract.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.,
Wilcox Building
Portland 4, Oregon

6-30-50 gl

RECEIVED
JUN 28 1950
FOR FILING

Files 2768

7-141 (11)
2768

Salem, Oregon
June 23, 1950

M. H. Hanks
Auditor

At the request of the Highway Commission's Chief Counsel, J. H. Devers, you are withholding final payment to Contractor Porter H. Ekst for construction of the North Bend-Coos Bay Project, Contract No. 2768, because of a claim of Mrs. Emma Russell in the amount of $1,000.

It is my understanding that the amount of the final payment is in excess of $14,000, which is far more than the amount of the claim. I discussed this matter with Mr. Devers today, and he has given his consent to the release to Mr. Ekst of all monies due him on this job except $1,000, which is to be retained until Mrs. Russell's claim has been satisfied.

Accordingly, it will be in line to prepare another voucher retaining only enough to satisfy the Russell claim. There are no other claims on record in this office.

HHG/lm

Secretary

cc - J. H. Devers
S. H. Prubert
F. A. Gaxy

REFERRED TO Miss Lewis BY SECRETARY

noted on card

NOTED ON CARD
6-23-50 gr

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
Coos Bay

CHAS. H. REYNOLDS, MEMBER
La Grande

M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

M. H. HAWKE
AUDITOR

H. B. GLAISYER
SECRETARY

June 22, 1950

Mr. H. B. Glaisyer, Secretary
State Highway Commission
O f f i c e

Dear Mr. Glaisyer:

You will recall that there is a claim pending by a Mrs. Russell of Coos Bay against Porter Yett. Ben Flaxel is representing the claimant, and has been trying to get the Surety Company to take care of it. I wrote him a few days ago asking information as to the status of the claim, and today received a letter from him in which he says:

> "I am sorry to advise you that as yet we have not received settlement of the Russell claim. I would appreciate it if you would hold this matter up pending word from me of a settlement. I shall let you know as soon as this is completed. I expect to be in Portland some time next week and I hope at that time that I can arrive at a satisfactory settlement with Mr. Flood, the insurance adjuster for the Continental Casualty Company."

I am passing this information to you for such purpose as it may serve.

NOTE FURNISHED 6/23
DATE

Yours very truly,

J. M. DEVERS

JMD:FBC

Mr. Devers reminded by me over the telephone that all monies due Porter Yett is coming out of this to be released except $1,000, which is to be withheld until Russell claim is satisfied. I so informed Devers and Hawke 6/23/50 HBGlaisyer

NOTED ON CARD
6-22-50 gl

June 16, 1950

Mr. J. M. Devers
Chief Counsel

Will you kindly refer to my letters of April 14 and May 4, 1950, regarding the damage claim of Mrs. Emma Russell against Porter W. Yett, contractor, for the grading and paving of the North Bend-Coos Bay Section of the Oregon Coast Highway, Contract No. 2768. The final estimate on this job has been ready for payment for some time. Will you kindly advise me if it is satisfactory to release the warrant. Thanks a lot.

Secretary

HBG:ts

NOTED ON CARD
6-16-50 gp

May 4, 1950

J. M. Devers
Chief Counsel

I wrote you on April 14 requesting your advice as to whether or not to release final warrant to Contractor Porter W. Yett in connection with his contract for the grading and paving of the North Bend-Coos Bay Section of the Oregon Coast Highway.

I called your attention to the claim filed by Mrs. Emma Russell against this job, and to a letter from Mr. Dan L. Flood, who represents the Continental Casualty Company, surety on the bond furnished by Mr. Yett in connection with this job. You wrote Mr. Flood on April 27 and advised him that you considered the bond to be obligated with respect to the claim, notwithstanding his ideas to the contrary. However, you did not tell me whether or not I should release the final payment to Mr. Yett. Will you please advise me in that regard so I can pass the information along to the Auditor.

Thanks a lot.

Secretary

MEG/fm

NOTE TO [illegible]
DATE [illegible]

5-4-50 JF

25M 10-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 27, 1950

Mr. Dan L. Flood, Manager
Oregon Claim Department
Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Flood:

Mr. Glaisyer has handed to me a copy of your letter addressed to him relative to a claim made by Mrs. Emma Russell of North Bend against Mr. Porter W. Yett for damages growing out of the performance of his contract No. 2768 with the State of Oregon. There was handed to me also at the same time a copy of Mrs. Russell's statement or notice of claim filed with the Secretary of State and with the Highway Commission.

I have carefully read your letter addressed to Mr. Glaisyer concerning this claim and I am unable to agree with your position or opinion that the claim is one for which the surety company is not liable.

I call attention to the provision of the contract in which Porter W. Yett is principal and Continental Casualty Company is surety, which provisions are found on pages 16 and 17 under the subtitle 6-19, "Protection of Property and Persons," and subtitle 6-20, "Restoration of Damaged Property," and subtitle 6-21, "Responsibility for Damages."

The provisions to which I have called attention are obligations of the contract and they are obligations which the principal and the surety on the bond assumed.

I, therefore, respectfully request that you give further attention to this matter.

Very truly yours,

J. M. DEVERS

JMD:HH

cc - H. B. Glaisyer
Porter W. Yett
Ben C. Flaxel

[illegible] CARD
6-27-50, SF

NOTE TO [illegible]
DATE 3-7-8

April 14, 1950

J. H. Devers
Chief Counsel

Attached hereto is a carbon copy of a letter that I have received from Mr. Dan L. Flood, Manager of the Oregon Claim Department of the Continental Casualty Company, surety on the bond furnished by Porter W. Yett in connection with Contract No. 2748 with the State Highway Commission for grading and paving the North Bend-Coos Bay Section of the Oregon Coast Highway. I also attach hereto a copy of the notice of the claim of Mrs. Emma Russell against this contract as filed in the office of the Secretary of State.

Pursuant to customary procedure, I brought this claim to the attention of the bonding company and Mr. Flood's letter is in response thereto. This happens to be the only claim on file in this office against this contract. We are ready to pay the final estimate on this job and your advice is requested as to whether or not we should release the final warrant in view of the claim and Mr. Flood's letter.

Secretary

HHG/fm

Enc.

cc - Floyd Query

NOTICE ON LAND
6-14-50, gf

BREITER
PRESIDENT

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

2768

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, CHICAGO, ILLINOIS

OREGON CLAIM DEPARTMENT
P. E. LYMAN, MANAGER
408 WILCOX BLDG.

PORTLAND 4, OREGON

April 12, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H.B.Glaisyer, Secretary

Gentlemen:

Re: Bond #907478
Porter W. Yett -to-
Oregon State Highway Commission

We are in receipt of your letter of March 30th regarding the claim of Mrs. Emma Russell for damages to her property made through her attorney, Mr. Ben C. Flaxel under OCLA 98-201. In addition to issuing the bond for Porter W. Yett, we are also the carriers of his liability insurance and feel that the claim of Mrs.Russell is not a proper one under this statute since it is based on tort liability and not on labor or materials furnished for the project. As the liability insurance carrier we feel the claim is not well founded. It is our opinion that if any payment is withheld from the Porter Wl Yett Company on the basis of the claim of Mrs.Russell it is being done wrongfully.

Very truly yours,

Dan L. Flood

Dan L.Flood, Mgr.,
Oregon Claim Dept.

DLF/lr

wrote Mr Glaisyer 4/14

6-13-52 gc

RECEIVED
MAY 11 1950
FOR FILING

Files
2768

7-141 (11)

2768

May 10, 1950

Mr. M. H. Hawke
Auditor

Attached is a memorandum I have received from Mr. Devers requesting that final settlement with Contractor Porter Yett, in connection with his contract at Coos Bay, be deferred for the time being because of a claim filed by Mrs. Russell. Please comply therewith.

Secretary

HBG:ts
Enc.

REFERRED TO
BY SECRETARY

Miss Lewis
note on card

NOTED ON CARD
5-10-50

FORM E-20 REM 8-48 24082

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

2 copies to M. Hawke
5/10/50

Salem, Oregon
May 10, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

With respect to the claim of Mrs. Russell against Porter Yett for damage done to her building in connection with his contract with the State, I wish to advise that Mr. Flaxel, as attorney for Mrs. Russell, has advised Porter Yett and his bonding company that unless the claim is settled within ten days on the compromise offer he will file an action and will attach money due Porter Yett from the State.

I recommend, therefore, that final settlement be deferred until I hear again from Mr. Flaxel. He has promised to keep me informed.

Very truly yours,

J. M. DEVERS

JMD:NH

5-10-50, gl

RECEIVED
APR 11 1950
FOR FILING

7-141 (11)
2768

BEN C. FLAXEL
ATTORNEY AT LAW
I. O. O. F. BUILDING
Box 576
NORTH BEND, OREGON

TELEPHONE 8-2461

April 8, 1950

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

I very much appreciate your letter of March 29th concerning our claim against the Porter W. Yet contract No. 2768.

Please be advised that I was in Portland last Thursday and conferred with the Oregon Claims Department of the Continental Casualty Company, and I advised them of your letter, and they stated they would try and get this claim disposed of right away. However, as yet they have not made an offer. I shall let you know as soon as it has been settled.

Sincerely yours,

Attorney at Law

BCF:B

REFERRED TO
BY SECRETARY

RECEIVED
APR 14 1950
FOR FILING

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

F-141 (11)
2718

America's No. 1 Accident and Sickness Insurance Company

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE. 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

April 6, 1950

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Bond 907478
Porter W. Yett -to-
Oregon State Highway Commission

We wish to acknowledge receipt of your letter of March 30 regarding the claim of Mrs. Emma Russell for damages to her property in the amount of $1,000.00, which claim was made through her attorney, Mr. Ben C. Flaxel. According to our information, this matter is having our principal's attention.

Yours very truly,

J. H. Nottingham
Surety Claim Department

JHN:GB

RECEIVED
APR 1 8 1950

RECEIVED
NOV 2 - 1950
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO
GMO-21857

April 3, 1950

L. P. HOPKINS
SUPERINTENDENT

F-141(11)
2768

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

1828

Mr. R H Baldock
Commissioner
Oregon State Highway Department
Salem, Oregon

Attention - Mr. W C Williams -

Dear Sir:

Refer to your letter of January 12, 1950, to Mr. Geo. Nelson regarding deduction of $8.08 from our bill No. 415102 in connection with North Bend - Coos Bay line change.

Daily reports, Form L-7702, and supporting weekly report summaries cover only the dates of August 8, 9, 11 and 12, when Extra Gang No. 25 was actively engaged on the job. The charge for outfit cars for five days was on account of being held over and occuppied Sunday, August 10th.

This charge is correct since "light and running repairs" and "depreciation" is charged on a calender basis and is in accordance with General Administrative Memorandum 299 of the Bureau of Public Roads.

NOTED
W. C. WILLIAMS

Yours truly,

L P Hopkins

RECEIVED
APR - 6 1950

7-1

27

ASSIGNMENT

April 5, 1950 No. 1828
By [illegible]

Description: L. P. Hopkins' letter of 4-3-50 regarding deduction of $8.08 from SP Bill No. 415102 in connection with North Bend-Coos Bay line change

Acknowleuged by _____ Referred to --Roever---------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxx Please prepare for ---Williams'------ signature

Assignment executed [illegible] Report received 11-2-50 mc

Remarks:
Mr. Williams:- This was paid on Voucher No. 13374 in August 1950
[illegible]

PLEASE RETURN TO
W. C. WILLIAMS
[illegible]

Please be advised that State Highway Contract No.2768, for grading and paving on the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County, has been completed by the contractor, Porter W. Yett, and that final payment in the amount of $14,186.26 will be made on or after April 10,1950, providing outstanding claim has been satisfied and this office advised.

There is a claim filed against this project, of which you have been previously notified, by Ben C. Flaxel, Atty., for his client Mrs. Emma Russell, for damages to her property in the amount of $1000.

For your information we wish to advise that the total contract amount is $175,120.95, of which amount $1,376.92 represents force account items. This contract was completed on October 31,1949 and accepted by the Highway Commission on March 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Northwest Branch Office
Mr. Warner M. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Washington

Tate,Westenfelder & Berg,Inc.

NOTED ON CARD
3-30-50 [illegible]

RECEIVED
MAR 31 1950
FOR FILING

7-141 (11)

2763

March 30, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No.2768, for grading and paving on the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County, has been completed by the contractor, Porter W. Yett, and that final payment in the amount of $14,186.26 will be made on or after April 10,1950, providing outstanding claim has been satisfied and this office advised.

There is a claim filed against this project, of which you have been previously notified, by Ben C. Flaxel, Atty., for his client Mrs. Emma Russell, for damages to her property in the amount of $1000.

For your information we wish to advise that the total contract amount is $475,120.95, of which amount $1,376.92 represents force account items. This contract was completed on October 31,1949 and accepted by the Highway Commission on March 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

pl

cc: Northwest Branch Office
Mr. Warner M. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Washington

Tate,Westenfelder & Berg,Inc.

NOTED ON CARD
3-30-50 JT

RECEIVED
MAR 31 1950
FOR FILING

4 141 (11)

2768

March 29, 1950

Ben C. Flaxel
Attorney at Law
I.O.O.F. Building
Box 576
North Bend, Oregon

Dear Mr. Flaxel:

Our records show a claim filed by your client, Mrs. Emma Russell, against Porter W. Yett's Contract No. 2768 for grading and paving on the North Bend-Coos Bay Section of the Oregon Coast Highway.

As the State Highway Commission is ready to make final payment to the contractor on the above job on or after April 10, 1950, will you please advise this office as to whether or not your claim has been satisfied.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

3-29-50, gl

RECEIVED
MAR 29 1950
FOR FILING

7-141 (11)
2768

March 28, 1950

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

The State Highway Commission, at its meeting on March 21, 1950, had under discussion your request for an extension of time of 426 days, from September 1, 1948 to October 31, 1949, within which to complete your contract No. 2768 covering the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County.

I am pleased to inform you that the Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

H. G. Smith

NOTED ON CARD
3-28-50 gl

RECEIVED
MAR 14 1950
FOR FILING

7-141 (11)
2748

March 14, 1950

Request for extension of time
No. 4
March 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

I attach hereto a request by Porter W. Ivet for an extension of time from October 31, 1948 to October 31, 1949 on the North Bend-Coos Bay Section, Contract No. 2748.

Actually, the contract was completed in December of 1948, but subsequent to that date it was found necessary to refinish the concrete wall at the Standard Oil Company plant. Mr. Ivet could find no one to do this work until the fall of 1949, and, therefore, the actual completion date must necessarily be shown as October 31, 1949.

The North Bend-Coos Bay Section was opened to full traffic the first week in November of 1948, so that there was nominally only a small overrun to the previous extension to October 31, 1948. The extension to October 31, 1948 had been concurred in by the Public Roads Administration.

The engineering expenditures on this project subsequent to October 31, 1948 were practically all for checking of the final records, and only a very small amount could nominally be charged against the contractor as an engineering penalty. Considerable difficulty was encountered by the contractor in the progress of this job, the delay, which he could not anticipate, being due to inability to secure railroad cars, the cement shortage during 1946 and 1947, scarcity of skilled labor, and delay in removal of power lines and water mains. We kept careful cost records on this project, and these costs indicate that the contractor lost $29,000 on this project.

I recommend that the extension requested by granted without penalty.

This matter will be on the next agenda.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me hi
[redacted]
cc W. C. Williams H. G. Smith

RECEIVED
MAR 14 1950
FOR FILING

Files

7-141 (1)

2768

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, CHICAGO, ILLINOIS

OREGON CLAIM DEPARTMENT
P. H. LYMAN, MANAGER
409 WILCOX BLDG.

PORTLAND 4, OREGON

March 13, 1950

Mr. H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In acknowledgment of your letters of February 23rd and February 28th, permit me to say that we are the carriers of the public liability insurance for Porter W. Yett and have been negotiating with the claimant, Mrs. Emma Russell, through our adjuster, James G.Frame at Coos Bay, Oregon, and her attorney, Ben Flaxel, attempting to effect an adjustment which would be mutually satisfactory.

Very truly yours,

Dan L. Flood

Dan L.Flood, Mgr.,
Oregon Claim Dept.

DLF/lr

NOTED ON CARD

RECEIVED
MAR 14 1950
FOR FILING

7-14(11)
2768

2768

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE: 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

March 9, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer,
Secretary

Gentlemen:

Bond #907478
Porter W. Yett -to-
Oregon State Highway Com.

We wish to acknowledge receipt of your letters of February 23 and February 28, and enclosure in connection with the above captioned matter. The claim of Mrs. Emma Russell against our principal for damages sustained by Mrs. Russell in the amount of $1,000 in connection with Mr. Yett's operations under your contract number 2768, is having our immediate attention, and we wish to thank you for referring this matter to us.

Yours very truly,

J. H. Nottingham
Surety Claim Department

JHN:GM

3-13-50, SP

RECEIVED
MAR 1 1950
FOR FILING

7-141(11)
2768

2768

February 28, 1950

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

We acknowledge with thanks your letter of February 23 to which was attached three copies of a claim filed with your office by Mrs. Emma Russell against Porter Yett for damages sustained in connection with his operations on our Contract 2768 in the amount of $1,000.

This claim bears your file No. 3200.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON C
2-28-50, JC

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 23, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by Mrs. Emma Russell, for damages to property in the amount of $1,000.00, against Porter Yett, contractor under State Highway Contract Number 2768, our file number 3200.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

2-27-50, gl

Miss Lewis

February 28, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a copy of a [illegible] which has been filed with the Secretary of State for Mrs. Emma Russell against Porter W. Yett for damages sustained by Mrs. Russell in the amount of $1,000 in connection with Mr. Yett's operations under our Contract 2768. The notice of claim specified tearing down of a building over a wall, filling in of the wall, shoveling dirt and debris against the building and damages [illegible] by the dirt and debris.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 2 768 for work on the Oregon Coast Highway in Coos County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FEQ:mf
Attach.

cc - Tate, Westenfelder and Berg, Inc.
Wilcox Building
Portland 4, Oregon

Mr. Porter W. Yett
6500 N. E. Ainsworth Street
Portland 13, Oregon

NOTED ON C[illegible]
2-28-50 gf

COPY

NOTICE OF CLAIM

TO THE OREGON STATE HIGHWAY COMMISSION,
TO PORTER YETT and
TO WHOM IT MAY CONCERN

NOTICE is hereby given that the undersigned, of North Bend, Coos County, Oregon, has a claim for damages resulting to her property, described as Lots 17, 18 and 19, Block 52, Town of North Bend, resulting from the construction of that portion of the Oregon State Highway running between the City of North Bend and the City of Coos Bay, which was constructed by Porter Yett, under contract number 2768. The damages which claimant sustained by reason of the construction of said highway is hereinafter set out as follows:

Damages sustained by reason of the tearing down of the building constructed over a well, and the filling in of said well; said well was to be developed as a part of the cooling system of the undersigned's cold storage lockers situated upon said above described real property;

Further, in bulldozing and shoving dirt and debris against the building to the height that the drainage and surface waters were permitted to run through the windows of said building, thereby washing in a great deal of sediment and dirt, necessitating the tearing up of the floor and rebuilding a substantial portion thereof; also

The further damage in removing a part of the inside wall to remove the dirt which was washed in between the outside wall and inside wall of said building.

It is estimated that the amount of damage sustained by reason of the above amounts to the sum of $1,700.00

Mrs. [illegible]

Endorsed:
File Number 3[illegible]
Filed February 23, 1940
EARL T. [illegible], Secretary of State

RECEIVED
FEB 28 1950
FOR FILING

F-141(11)

Fig.

February 24, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Regarding the matter of a request for extension of time from October 31, 1948 to October 31, 1949 on Oregon Project F-141(11), North Bend-Coos Bay Section of the Oregon Coast Highway, your letter of February 20 advised that you did not consider the further extension without penalty as justified.

It is true that when the last extension of time was granted it was recommended that, if the project be not completed by September 1, 1948, engineering costs subsequent to that date be assessed against the contractor. However, certain conditions that could not be anticipated at that time merit a review of the request for extension.

The contractor stockpiled all the material that he could acquire during the winter months, in order to be able to proceed without delay during the following season. He could not, however, obtain sufficient materials without need of considerable shipment during the paving season of 1948, and, during this season, he was again hampered by inability to secure a sufficient amount of railroad cars for the shipment of aggregates.

He was delayed by our failure to obtain removal of the West Coast Power Company's power line and other facilities from the right of way. We find in our files that under date of February 26, 1948 we wrote the Mountain States Power Company advising that it was delaying his progress and requesting immediate removal. The Power Company advised that it had been unable to effect the removal due to its inability to secure sufficient linemen, but that in order not to hold up the contractor any longer the Company would move its power lines by contract even though such procedure would be much more expensive to the Company.

The contractor was also delayed in his operations by inability of the North Bend-Coos Bay Water Board to effect rearrangements of its pipe line facilities, which, in many instances, required moving or replacing to permit construction of the job.

The contractor was further delayed by difficulty in obtaining stable roadbed on which to move Southern Pacific railroad tracks. Fill was constructed along Coos Bay in 1946, but sufficient stabilization for placing of tracks was not obtained until late in 1947. This, of course, delayed certain grading and surfacing operations that could not be undertaken until the tracks were moved.

It is our honest opinion that, had the contractor not been confronted with these unanticipated obstacles, he would have completed his project within the second time extension, and it is our further opinion that we could not substantiate, in court, a collection of the assessed engineering penalties. Although the time extension is requested up to October 31, 1949, the project was actually completed to all practical purposes by December 5, 1948. After this date the only work remaining to be completed was placing of a small amount of topsoil, which could not be performed on account of weather conditions at that time, and the refinishing of a concrete retaining wall, which refinishing was not requested of the contractor until December 18, 1948. It is requested that further consideration be given to your concurrence for the time extension as requested in our letter of February 17, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc N. G. Smith

2768 grade - coast not law to fill out into Bay

Dec 19, 1945
Oct 31, 1947
Dec 5 1948

Oreg 1947 -202- 217 RR
Oct 4 1947 50 yards left
Dec 22,

ION

P. O. BOX 3366
PORTLAND 8, OREGON

bruary 20, 1950

NC I
W. C. WILLIAMS

Reference is made to Mr. Williams' letter of February 17, 1950 requesting our concurrence in an extension of time without penalty from October 31, 1948 to October 31, 1949 to Porter W. Yett, contractor on Oregon Project F-141(11), North Bend - Coos Bay Section of the Oregon Coast Highway.

Our records indicate that on December 5, 1947 you requested an extension of time, without penalty, from October 31, 1947 to September 1, 1948 and which letter advised that "It is also recommended that if the project is not completed by September 1, 1948 the Contractor be assessed the cost of engineering supervision between September 1, 1948 and the date of completion of the project."

Under date of December 19, 1947 we advised that the extension requested in your letter of December 5, 1947 would be recommended for approval, with the stipulation that the application of the penalty as provided for in the contract would be insisted upon should the work not be completed within the time as covered by this extension, which was September 1, 1948.

In view of your December 5, 1947 letter and our reply, we do not consider the waiving of additional penalty as justified.

Very truly yours,

T. M. DAVIS
District Engineer

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

February 20, 1950

NC 1 ...
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of February 17, 1950 requesting our concurrence in an extension of time without penalty from October 31, 1948 to October 31, 1949 to Porter W. Yett, contractor on Oregon Project F-141(11), North Bend - Coos Bay Section of the Oregon Coast Highway.

Our records indicate that on December 5, 1947 you requested an extension of time, without penalty, from October 31, 1947 to September 1, 1948 and which letter advised that "It is also recommended that if the project is not completed by September 1, 1948 the Contractor be assessed the cost of engineering supervision between September 1, 1948 and the date of completion of the project."

Under date of December 19, 1947 we advised that the extension requested in your letter of December 5, 1947 would be recommended for approval, with the stipulation that the application of the penalty as provided for in the contract would be insisted upon should the work not be completed within the time as covered by this extension, which was September 1, 1948.

In view of your December 5, 1947 letter and our reply, we do not consider the waiving of additional penalty as justified.

Very truly yours,

T. M. DAVIS
District Engineer

File

FORM E-BOOK 16M

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

COPY

Roseburg, Oregon
Aug. 13, 1947

SUBJECT: 6-1028

To: H. G. Smith
Construction Engineer

Dear Sir:

I have come down to the office today for a short time and could not keep my mouth shut so here I am dictating letters.

This one is to tell you that I talked to Gall this morning and asked him to write out a full report as to how they are getting along at North Bend as I thought you might be anxious.

It seems, from my conversation with Gall, the progress is very slow and there is not much hope of speeding it up unless the Railroad Company can furnish more cars. Gall says there are about 15,000 yards stockpiled. There only get in about four cars a day which is equal to 1600 cubic yards.

As soon as Gall's report is received, I will ask Mr. Libby to send it on to you in case I am not here.

I seem to feel just fine - not an ache or pain of any sort but my eyes are not coming back to normal as fast as I had hoped. Yesterday I went to the Doctor at Eugene and while he did not say much, it did not seem to me that it was very encouraging.

I wish to thank you for sending Mr. Libby down to help out. It seems there are a million details around here to be cared for and he will be of great assistance.

Very truly yours,

(sgd) K. D. Lytle

K. D. Lytle
Division Engineer

kdl;g

RECEIVED
FEB 24 1950
FOR FILING

Files Mrs Lewis

7-141 (11)
2768

February 23, 1950

Mr. Ben G. Flaxel
Attorney at Law
Box 576
North Bend, Oregon

Dear Mr. Flaxel:

This is to acknowledge receipt of a carbon copy of a notice of claim signed by Mrs. Emma Russel in the amount of approximately $1,000. This claim has been filed against Porter W. Kett's Contract 2768 for work on the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County.

We note from your letter that a copy of the claim has been sent to the Secretary of State and one to the agent of the surety.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-23-50, gl

BEN C. FLAXEL
ATTORNEY AT LAW
I. O. O. F. BUILDING
Box 576
NORTH BEND, OREGON

TELEPHONE 2461

February 7, 1950

RECEIVED FC
BY SECRETARY

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I enclose herewith notice of claim in connection with the construction of the North Bend-Coos Bay section of the Oregon Coast Highway, under contract number 2768 of Porter W. Yett, General Contractor.

I have filed with the Secretary of State a copy of this claim and I have also sent a copy of the claim to the local insurance adjuster representing the insurance company.

Thanking you kindly, I remain

Sincerely yours,

BCF:B

Attorney at Law

2-23-50, gl

Mrs Lewis

February 23, 1950

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received from Ben G. Flansl, Attorney at Law, Box 776, North Bend, Oregon, a copy of a claim signed by Mrs. Emma Russell in which she states that she has a claim against Porter W. Ivett in the amount of approximately $1,000.00 for damages to her property in North Bend during the operations of Porter W. Ivett's Contract 2768 for work on the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County. Mr. Flansl's letter states that a copy of the claim has been sent to the Secretary of State and that a copy was also sent "to the local insurance adjuster representing the insurance company. ""

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract 2768.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Tate, Westenfelder and Berg, Inc.
Wilcox Building
Portland 4, Oregon

Mr. Porter W. Ivett
6500 N. E. Ainsworth Street
Portland 13, Oregon

NOTED ON CARD

2-23-50 g-e

NOTICE OF CLAIM

TO THE OREGON STATE HIGHWAY COMMISSION,
TO PORTER YETT and
TO WHOM IT MAY CONCERN

NOTICE is hereby given that the undersigned, of North Bend, Coos County, Oregon, has a claim for damages resulting to her property, described as Lots 17, 18 and 19, Block 52, Town of North Bend, resulting from the construction of that portion of the Oregon State Highway running between the City of North Bend and the City of Coos Bay, which was constructed by Porter Yett, under contract number 2768. The damages which claimant sustained by reason of the construction of said highway is hereinafter set out as follows:

Damages sustained by reason of the tearing down of the building constructed over a well, and the filling in of said well; said well was to be developed as a part of the cooling system of the undersigned's cold storage lockers situated upon said above described real property;

Further, in bulldozing and shoving dirt and debris against the building to the height that the drainage and surface waters were permitted to run through the windows of said building, thereby washing in a great deal of sediment and dirt, necessitating the tearing up of the floor and rebuilding a substantial portion thereof; also

The further damage in removing a part of the inside wall to remove the dirt which was washed in between the outside wall and inside wall of said building.

It is estimated that the amount of damage sustained by reason of the above amounts to the sum of $1,000.00.

Mrs. Emma Russell

RECEIVED
FEB 21 1950
FOR FILING

F-141(11)
2768

F-14

February 17, 1950

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2768, North Bend-Coos Bay Section of the Oregon Coast Highway, ORE. F-141 (11) from October 31, 1948 to October 31, 1949 to Porter W. Lott, Contractor.

The contractor was held up during the year of 1947 because of inability of the cement Manufacturer to furnish sufficient cement to carry on the paving operations. In addition to this delay, shortage of railroad cars for transportation of materials also held up the contractor. All roadway work was completed in December 1948, but the finishing of a fire wall adjacent to the Standard Oil Plant was requested to be redone by this Department. Also, because of the shortage of experienced men the contractor was unable to complete this until October 1949.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. C. Smith

RECEIVED
FEB 15 1950
FOR FILING

7-141 (11)

February 14, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are five copies of Materials Report, Form PR-47-A, as prepared by the engineer on Contract No. 2768, North Bend-Coos Bay Section, Project No. F-141 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
WBPrad

RECEIVED
JAN 23 1950
FOR FILING

7-141 (11)
2768

January 20, 1950

Mr. Ben C. Flansl
Attorney at Law
I.O.O.F. Building
North Bend, Oregon

Dear Mr. Flansl:

Reply is made to your letter of January 17, 1950, with respect to the claim of Mr. Russell against Porter W. Iett, contractor for the construction of the North Bend-Coos Bay Section of the Oregon Coast Highway, State Highway Contract No. 2768.

Our records reveal that all work in connection with this project was completed by the contractor on October 31, 1949, however, the job has not, as yet, been formally accepted by the State Highway Commission. The deadline for the legal filing of claims against this contractor is six months from date of completion of the project and formal acceptance of the same by the State Highway Commission. Due to the fact that the Highway Commission has not yet formally accepted the job, the six months' period has not started, so you are well within the time limit for the filing of your claim with the Secretary of State.

As requested in your letter, I enclose excerpts from the Oregon Laws relating to the filing of claims against contractors' bonds.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:TS

Mr Glasgow

Contract 2768 with Foster W. Yitts

Completed Oct. 31- 1949
Not yet accepted

excerpt from law re filing claims attached.

BEN C. FLAXEL
ATTORNEY AT LAW
I. O. O. F. BUILDING
Box 576
NORTH BEND, OREGON

TELEPHONE 2461

January 17th, 1950

Mr. H. P. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon

Dear Mr. Glaisyer:

Under date of November 2nd, you advised me that I would still have ample time to file a claim in behalf of Mr. Russell, who has a building adjacent to highway 101 which was constructed by the highway commission between North Bend and Marshfield for damages sustained by him at the time of the construction of this highway by the contractors.

You mentioned in your letter the filing of the claim with the Secretary of the State. We have not previously filed the Russell claim as we were in the process of negotiating with the insurance carriers, however, we just have not gotten any place with them.

I spent sometime going over this matter with the adjustor and went with him at the time he took pictures, all of which data was sent to the insurance company but without any action to this date.

I would therefore like to file the claim with the Secretary of State providing that we still are in time. Would you please advise me whether the Parter Yett contract on this piece of highway has been cleaned up? It was contract No.2768. If we are within the time could you please refer to me the statutory provisions under which said claims are authorized to be filed. I made a hasty check but was unable to find the Sections applicable.

Thanking you, I remain

Sincerely yours,

Attorney at Law

BCF:rb

RECEIVED
JAN 18 1950
OREGON
STATE HIGHWAY COMMISSION

Ben C.
Urban extension 7 Clam 155?

ANSWERED
H. P. GLAISYER

RECEIVED
FOR FILING

7-141 (11)
2768

Jan. 19, 1950

6-1020

Porter W. Yett
8500 N. E. Ainsworth
Portland 13, Oregon

Dear Mr. Yett:

An enclosing Request for Extension of Time forms on your recently completed North Bend-Coos Bay Job, Contract #2768. This job was completed on October 31, 1949. Your last extension was granted to October 31, 1948 and we failed to request another from you.

We ask that you kindly give your reasons for failure to complete within the time limit, have the forms signed by your Surety and return in the enclosed envelope.

If you will take care of this immediately, it will be appreciated and your final payment can be made.

I regret very much that this was overlooked.

Very truly yours,

NOTED
W. C. WILLIAMS

K. D. LYTLE
Division Engineer

NOTED
E. A. PEASE

cmss - 3

cc: Peas[illegible]

RECEIVED
JAN 16 1950
FOR FILING

F-141 (11)
2768

FILE

1600

January 11, 1950

Mr. George Nelson
Auditor of Miscellaneous Accounts
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Mr. L. P. Hopkins, your Portland superintendent, has requested that we explain to you the reason for reducing your Bill No. 615102 by the amount of $8.08.

On your itemized statement for job "D" you show charges as follows:

Light and Running Repairs to Equipment Outfit of Extra 25 (10 cars)	400 Hrs. at $0.071		$28.40
Depreciation of Equipment Outfit of Extra 25 (10 cars)	50 Das. at $0.24		12.00
		Total	$40.40

The daily reports, your form No. L-7702, show that during August 1947 your work train consisting of 10 cars was used on August 8, 9, 11 and 12. This makes a total of 40 car days, or 320 car hours. This is also verified by the weekly report summaries. The particular summaries on which these charges are entered are Supplemental Report No. 1 of Report 56. The billing for the work train for the month of August should therefore have been as follows:

Light and Running Repairs	320 Hrs. at $0.071		$22.72
Depreciation on Equipment	40 Das. at 0.24		9.60
		Total	$32.32

The overcharge is $40.40 minus $32.32, or $8.08. We trust this will satisfactorily explain the difference in payment and the amount billed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

NOTED
W. A. REELS

WARgn
cc L. P. Hopkins

ASSIGNMENT No. 1602

DESCRIPTION: L. P. Hopkins' letter of 12-13-49 re North Bend-Coos Bay Highway and railroad location

DATE: 12-15-49 ASSIGNED TO: Reeves

IN REPLY PLEASE REFER TO

GMO-21857

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date

Please expedite

REPORT RECEIVED: 1-12-50

REMARKS:

PLEASE RETURN TO W. C. WILLIAMS FOR FILING

PLEASE RETURN TO W. C. WILLIAMS FOR FILING

and railroad location, and our bill No. 415102 rendered in amount $340.28 for cost of labor and material furnished in this connection.

When bill was paid on March 14, 1949, there was deducted $8.08 without explanation. We have at various times requested an explanation of this deduction be furnished to our Auditor, Mr. Geo. Nelson, as he is anxious to close this account.

Please furnish us a copy of your letter to Mr. Nelson or advise us and we will advise him the reason for this deduction.

Yours truly,

L. P. Hopkins

W. C. WILLIAMS

RECEIVED DEC 1 [illegible]

RECEIVED DEC 15 [illegible] STATE HIGHWAY COMMISSION

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

GMO-21857

L. P. HOPKINS
SUPERINTENDENT

December 13, 1949

Mr. R H Baldock,
State Highway Engineer,
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

Referring to North Bend-Coos Bay Highway and railroad location, and our bill No. 415102 rendered in amount $340.28 for cost of labor and material furnished in this connection.

When bill was paid on March 14, 1949, there was deducted $8.08 without explanation. We have at various times requested an explanation of this deduction be furnished to our Auditor, Mr. Geo. Nelson, as he is anxious to close this account.

Please furnish us a copy of your letter to Mr. Nelson or advise us and we will advise him the reason for this deduction.

Yours truly,

W. C. WILLIAMS

L P Hopkins

RECEIVED
DEC 1 5 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 15 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1949
FOR FILING

F-141(11)

2768

December 21, 1949

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 31, 1949 on Contract No. 2768, North Bend-Coos Bay Section, in connection with Federal Aid Project No. F-141 (11).

Notification of completion on this project was held pending satisfactory refinishing of retaining wall.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

HBP:mf
cc: John Gatewall

5-23-942

December 15, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are three copies of a resolution relative to encroachments and traffic from the City of North Bend, covering Oregon Project F 141 (11).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County & City Relations

OC:mb

Encl.

cc Mr. J. W. Nash

N Bend - Coos Co. Section
c/r of #9

RECEIVED
NOV 17 1949
FOR FILING

7-141 (11)
2768

2768

November 8, 1949

Ben C. Flaxel
Attorney at Law
North Bend, Oregon

Dear Mr. Flaxel:

I have received from Mr. J. H. Devers, Chief Counsel for the State Highway Commission, a copy of your letter of October 26, 1949, directed to Mr. Porter W. Yett, contractor, Portland, regarding the claim of your client, Mr. Russell, concerning damage caused to his property situate adjacent to the new highway in North Bend.

From the information contained therein, it appears that this claim arises out of Mr. Yett's contract with the Highway Commission for grading and paving the North Bend-Coos Bay Section of the Oregon Coast Highway, Contract No. 2768. You no doubt are familiar with the requirement of the State Highway Commission that each contractor furnish a surety bond to guarantee satisfactory completion of his project and to protect claims that might arise during the progress of the improvement. Such a bond was furnished by Mr. Yett in connection with this job, and was written by the Continental Casualty Company, for whom Tate, Westenfelder and Berg, Inc., are local agents. Their offices are in the Wilcox Building, Portland 4, Oregon.

I would suggest that you make formal filing of Mr. Russell's claim with the Secretary of State pursuant to the law covering such matters, with which you are familiar. The project has not, as yet, been accepted by the Highway Commission, so there is still plenty of time within which to file a claim and thus hold the bonding company liable. I will appreciate very much receiving a copy of the claim, which will enable me to follow the usual practice of bringing the claim to the attention of the bonding company and the contractor.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ts

cc - F. A. Query

NOTED
F. QUERY

NOTED ON CARD

FORM S-90 SSM 1-48 20063

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 28, 1949

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

I enclose a carbon copy of a letter I received today from Mr. Flaxel of North Bend by which letter you will note that a man by the name of Russell has a claim against Porter Yett growing out of his contract with the State. At least I assume the claim is related to that job.

If the State has not already settled with Mr. Yett I suggest that this matter be called to his attention. I have acknowledged receipt of this carbon copy and have said to Mr. Flaxel that I am passing it on to you so that it may be in your records.

Very truly yours,

J. M. DEVERS

JMD:NH
Enc.

NOTE TO Flaxel
DATE 11/2/49

BEN C. FLAXEL
Attorney at Law
North Bend, Oregon

October 26, 1949

RECEIVED
OCT 28 1949
LEGAL DEPT.

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Mr. Yett:

Dear Mr. Yett:

This is to advise you that we have for some time past communicated with you for the purpose of having you correct the damage caused to the property of Mr. Russell's situated in North Bend adjacent to the new highway running between North Bend and Coos Bay. We have received promises from you from time to time informing me that you would give this your immediate attention and I understand from Mr. Russell there was some dirt removed from the back of the building but that they did not remove a great deal of it, that there was more dirt that was pushed against the back of his building by your construction work that had not been removed.

Also, there has been no effort made by you to compensate him for the damage that was caused him last winter in removing the mud that washed in through the windows by reason of the dirt being piled up against the back of it.

By your letter of September 9th you indicated that you were referring the matter of damages directly to your insurance company and that in the very near future you would remove the dirt. As yet we have not heard from the insurance company, nor has the dirt been fully removed as you indicated it would be.

Mr. Russell is getting quite impatient of the long delay in getting this matter adjusted. Would you be so kind as to advise me what your plans are concerning this matter.

Sincerely yours,

BCF:B

Attorney at Law

COPY

NOTED ON CARD

RECEIVED
JUN 22 1949
FOR FILING

4-141 (11)

2768

June 21, 1949

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Porter W. Tott a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2768 covering the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County. This payment, which is in the amount of $20,212.19, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,255.71. The present payment to the contractor will be made on or after July 1, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Mr. Warner M. Bruce, Manager
1411 Fourth Ave. Bldg.
Seattle, Wash.

NOTED ON CARD

Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland 4, Oregon

RECEIVED
JUN 15 1949
FOR FILING

7-141 (11)
-768

June 10, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 5 to establish the price of cement on the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County, Contract No. 2768, in connection with Federal Aid Project No. F-141 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
DMP:md

STONE PLANT—ROCKY POINT, OREG. SHIPMENTS BY BARGE, TRUCK OR RAIL

RECEIVED
JUL 8 1949
FOR FILING

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

F-14160

2768

6500 N. E. AINSWORTH ST. PHONE GArfield 4356 PORTLAND 13, OREGON

June 10, 1949

Mr. W. C. Williams,
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLI.

Dear Sir:

For your information, we enclose herewith a copy of our letter to Mr. Ben C. Flaxel, Attorney in North Bend, Oregon, pertaining to alleged damages of certain property belonging to Mr. P. R. Russell of North Bend, Oregon.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

PWY/b

Enc. (1)

RECEIVED
JUN 14 1949
OREGON
STATE HIGHWAY COMMISSION

DESIGNERS OF CONCRETE STONE AND GRAVEL PLANTS

COPY

June 10, 1949

COPY

Mr. Ben C. Flagel, Attorney At Law
I. O. O. F. Building
Box 576
North Bend, Oregon

Dear Sir:

We acknowledge receipt of your letter dated June 2/49, regarding claim of Mr. F. R. Russell of North Bend.

Although we did maintain an office in North Bend for two years, we were not advised of any claim for damages by Mr. Russell. The only information or knowledge of the existence of a claim from Mr. Russell came to our attention through a copy of a letter to your office by Mr. W. C. Williams, Assistant Highway Engineer, dated April 14/49, having been a reply to your letter of March 27/49.

Upon receipt of his letter, we consulted our representatives on the job and also the Coos Bay Dredging Company, who were the Subcontractors for all the clearing and grading work. The information we were able to attain, coincided with that of Mr. Williams, Assistant Highway Engineer.

We believe it would simplify the matter if you would furnish us with a sketch, showing the location of the building, wall and property line of Mr. Russell with their relation to the right-of-way of the Oregon State Highway Commission, together with the specific date, or dates, that Mr. Russell's property was damaged and to what extent.

Upon receipt of this information, we will turn the matter over to our Insurance Company for further investigation.

Very truly yours,

FORTH W. YETT

By_____

FWY/b
cc: W.C. Williams
C.C. Gall
Coos Bay Dredging Company
Continental Casualty Co.

(N. Bend - Coos Bay)

RECEIVED
JUN - 3 '49
OREGON
STATE HIGHWAY COMMISSION

June 2, 1949

Mr. Porter Yett
6500 N. E. Ainsworth
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Please be advised that we are representing Mr. P. R. Russell who owns Lots 7, 8 and 9, Block 52, Townsite of North Bend. He operates upon this property a cold storage plant, and it seems as though when your company put through the highway adjacent to his property they tore down a building that covered a well that was on this property. The well, at the time, was not in use; however, it was Mr. Russell's intention to use this well as a part of his cooling system in connection with his cold storage plant.

Through the operation and grading, the building was removed and the well filled. Also it appears that when your company was doing the finishing work of leveling, etc. the highway right of way, they moved a lot of dirt and debris up against his building and on his property. This debris and dirt was filled up against his building so that the water runs in to the windows and has caused him a lot of damage.

We have taken this matter up with the Oregon State Highway Department. Mr. Cecil Gall, Engineer of the Highway Dept. at North Bend is familiar with the situation and you may contact him directly.

The Highway Department has referred us back to their contractors doing this work. We are looking to your company for payment of these damages and to correct this situation immediately. Mr. Russell wishes this dirt removed from his property and it will be necessary to have this well re-opened and cleaned out.

Will you, therefore, be so kind as to send a representative down immediately. I remain

Sincerely yours,

Attorney at Law

BCF/g
cc. Cecil Gall, North Bend
Oregon State Highway Dept., Salem

COPY

REGISTERED MAIL - RETURN RECEIPT REQ.

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 28, 1949, 19....

Section North Bend - Coos Bay

Kind of work Grade & Pave

Highway Oregon Coast

Section prefix 6 - 1028

Contractor Porter W. Yett

Contract number 2768

Date of contract Dec. 29, 1945, 19....

Date of completion Oct. 31, 1947, 19....

Date work started June 3, 1946, 19....

Estimated date of completion ?, 19....

Amount of contract $459,572.00

Per cent of time elapsed 183 %

Estimated cost of completed project, exclusive of engineering $513,000.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $55,662.00, 12 %

Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Still waiting for the concrete wall at Sta. 217 to be refinished as requested by G. S. Paxson.

Office; semi-final nearly complete, explanation of over-runs and under-runs, cement adjustment and binding ofthe notes yet to be done. Our copy of the Price Agreement for the cement adjustment has not been returned.

NOTED
H. G. SMITH

Signed E. E. Hall

Address North Bend, Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

Form E-1—6M—11-46

4-141 (11)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 21st, 1949, 19....

Section North Bend - Coos Bay

Highway Oregon Coast

Contractor Porter W. Yett

Date of contract Dec. 29, 1945, 19....

Date work started June 3, 1946, 19....

Amount of contract . . . . . $ 459,572.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 513,000.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 55,662.00, 12 %

Kind of work Grade & Pave

Section prefix 6 - 1028

Contract number 2768

Date of completion Oct. 31, 1947, 19....

Estimated date of completion ?, 19....

Per cent of time elapsed 182 %

Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Concrete wall at the Std Oil Plant, Sta. 217+ has not yet been refinished.

All forms have been moved off the job; office bl'd still on the R/W opposite 1654+0

Office; working on map of the completed work.

RECEIVED

Signed E. L. Gall

Address North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.28	2.28			2.28
Miles partially completed	All	All			All
Miles completed	"	"			"
Total estimated quantities	107,312	18,397			60,363
Estimated quantities moved or placed to date	All	All			All
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

RECEIVED
MAY 23 1919
OFFICE OF
CONSTRUCTION ENGINEER

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	cloudy misty		
Monday	fair		
Tuesday	"		
Wednesday	"		
Thursday	cloudy		
Friday	rain		
Saturday			

State Printing Dept. 36750

RECEIVED
APR 15 1949
FOR FILING

F-141(11)
2/1

April 14, 1949

Mr. Ben C. Flansl
Attorney at Law
I.O.O.F. Building
Box 576
North Bend, Oregon

Dear Sir:

We have delayed replying to your letter of March 27, having reference to Mr. Russell's complaint that a small shed was removed from his property, pending an investigation of the matter.

We are now advised by our engineers in the field that a careful investigation has been made, the contractor's foreman and superintendent have been interviewed, and no one has any information as to how or when the building disappeared. The state certainly gave no instructions to the contractor to remove the building, and the contractor likewise disclaims any knowledge of its destruction or filling of the well.

Inasmuch as the Highway Department has not authorized its contractor to go beyond the right of way lines, the contractor would be liable if he did destroy the building, but this we are unable to substantiate.

The grading work was performed for the general contractor, Porter Yett, by the Coos Bay Dredging Company, which is a local concern. I, therefore, suggest that you discuss the matter with them, for the reason that if it could be proven that the contractor destroyed the building, the Coos Bay Dredging Company would be the contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Porter Yett

FORM E-20 15M 12-46 27000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1066, complaint of Ben C. Flaxel, Attorney at Law, that a small building was destroyed on Lot 7, Block 52, Townsite of North Bend, and a well on the same property was filled during our construction operations.

Resident Engineer Gall has discussed the matter with his men and the contractor's foreman and superintendent. No one seems to know how or when the building disappeared, but we are certain that no instructions were given to the contractor to remove the building. The contractor's men disclaim any knowledge of its destruction or of how the well was filled. They all feel that the well had been partly filled with rubbish prior to the grading of this area.

Inasmuch as the Highway Department did not authorize the contractor to go beyond the right of way lines, it seems to me that it is up to the property owner to present his claim to the contractor, offering proof, if he has any, that the contractor destroyed the building. The Coos Bay Dredging Company was the subcontractor for Porter Yett on this grading. They are a local concern and, therefore, I recommend Mr. Flaxel deal with them direct.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT No. 1066

DESCRIPTION: Letter of 3-7-49 from Ben C. Flavel, Attorney, North Bend, re complaint of P. R. Russell concerning small shed removed from his property which covered a well

DATE: 3-10-49 ASSIGNED TO: H. G. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 4-11-49 mc

REMARKS:

PLEASE RETURN TO W. C. WILLIAMS FOR FILING

PLEASE RETURN TO W. C. WILLIAMS FOR FILING

7, 1949

R. Russell

of North Bend who is the owner of Lots 7, 8 and 9, Block 52, Townsite of North Bend.

The cause of Mr. Russell's complaint is this: that your highway fill takes in a corner of one of his lots and that during the course of this highway construction a small shed was removed from his property which covered a well.

This well was not in use by Mr. Russell at the time but it was his desire to use this well in connection with the cooling system for his cold storage lockers that he maintains on this property.

This well was all cased in with cement tile and had been previously used by the previous owner in the operation of the creamery which was carried on in the building that Mr. Russell has converted to cold storage lockers. Also, in the construction of this highway they have pushed dirt against Mr. Russell's building so that the water now will not properly drain and as a matter of fact the dirt is so high that it comes up to the windows allowing the water to run through.

It has caused him a great deal of damage and I would appreciate if you would have someone from your department to call at this office and I will go with him to the property above described and point out our cause of complaint.

Trusting that we will be able to work out some satisfactory settlement, I remain

Sincerely yours,

Attorney at Law

RECEIVED

State Highway Commission

BCF/g

BEN C. FLAXEL
ATTORNEY AT LAW
I. O. O. F. BUILDING
BOX 576
NORTH BEND, OREGON

TELEPHONE 2461

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

March 7, 1949

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Please be advised that we are representing Mr. P. R. Russell of North Bend who is the owner of Lots 7, 8 and 9, Block 52, Townsite of North Bend.

The cause of Mr. Russell's complaint is this: that your highway fill takes in a corner of one of his lots and that during the course of this highway construction a small shed was removed from his property which covered a well.

This well was not in use by Mr. Russell at the time but it was his desire to use this well in connection with the cooling system for his cold storage lockers that he maintains on this property.

This well was all cased in with cement tile and had been previously used by the previous owner in the operation of the creamery which was carried on in the building that Mr. Russell has converted to cold storage lockers. Also, in the construction of this highway they have pushed dirt against Mr. Russell's building so that the water now will not properly drain and as a matter of fact the dirt is so high that it comes up to the windows allowing the water to run through.

It has caused him a great deal of damage and I would appreciate if you would have someone from your department to call at this office and I will go with him to the property above described and point out our cause of complaint.

Trusting that we will be able to work out some satisfactory settlement, I remain

Sincerely yours,

Attorney at Law

RECEIVED
STATE HIGHWAY COMMISSION

BCF/g

RECEIVED
JAN 17 1949
FOR FILING

COPY

F-141(11)

2768

977W

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

January 14, 1949
Salem, Oregon

SUBJECT:

To: Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Herewith copy of a letter from Mr. M. StE. Rutherford, Manager of the Port of Coos Bay pertaining to City Monuments on the North Bend-Coos Bay Project.

Will you please have Mr. Gall attempt to re-establish and permanently reference these monuments in accordance with the request of the Port of Coos Bay.

H. G. Smith
Construction Engineer

By: Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure
cc: W. C. Williams

ASSIGNMENT No. 977
Part of 4CW

DESCRIPTION: Letter from M. St.E Rutherford, Mgr, Coos Bay regarding recent covering over with pavement of serveal monuments.

DATE: Jan 12, 1940 ASSIGNED TO: H. G. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date_____

☐_____

REPORT RECEIVED: 1-14-40

REMARKS:

Charles W. Mahaffy
B. W. OLSSON
Treasurer
JOHN C. KENDALL
Attorney

Commissioners today, the Board discussed the matter of the recent covering over with pavement of several monuments.

As you without doubt know, in making the recent Coos Bay/North Bend highway improvement, several City monuments were covered over with pavement and their location has not been marked.

The Port is especially interested in having such monuments reestablished and their location marked as are necessary to locate points on the U.S. Pierhead Line. These monuments include the ones located at intersection of:

Front & Ivy,	Coos Bay,
Front & Orchard,	Coos Bay,
Tremont & Tower,	North Bend,
Tremont & Newmark,	North Bend.

The Board will appreciate your early attention to this matter.

Yours very truly,

PORT OF COOS BAY

By M. St.E. Rutherford,
Manager.

RECEIVED
JAN 1 1
OREGON
STATE HIGHWAY COMMISSION

Edwin Lund
Charles W. Maheffy

FRANCK S. SHAW
President
Vice President
I. N. HARTLEY
Secretary
T. B. W. GLEASON
Treasurer

PORT OF COOS BAY

M. St.E. RUTHERFORD
Manager
INCORPORATED
JOHN C. KENDALL
Attorney

COOS BAY, OREGON
January 10, 1949

State Highway Commission,
Salem, Oregon.

Att: Engineering Dept.

Gentlemen:-

At its regular monthly meeting held today, the Board of Commissioners discussed the matter of the recent covering over with pavement of several monuments.

As you without doubt know, in making the recent Coos Bay/North Bend highway improvement, several City monuments were covered over with pavement and their location has not been marked.

The Port is especially interested in having such monuments reestablished and their location marked as are necessary to locate points on the U.S. Pierhead Line. These monuments include the ones located at intersection of:

Front & Ivy,	Coos Bay,
Front & Orchard,	Coos Bay,
Tremont & Tower,	North Bend,
Tremont & Newmark,	North Bend.

The Board will appreciate your early attention to this matter.

Yours very truly,

PORT OF COOS BAY

By M.St.E.Rutherford,
Manager.

RECEIVED
JAN. 11
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 9 1948
FOR FILING

F 19161
2768

Salem, Oregon
December 8, 1948

Mr. K. D. Lytle
Division Highway Engineer
Roseburg, Oregon

In a telephone conversation the other day, Mr. Chandler advised me that approaches to the property of the Industrial Steel and Supply Company, who are in the vicinity of Rochonge Street on the North Bend-Coos Bay Section, are not working too satisfactorily.

I am not too familiar with just what their set-up is, and it is difficult to determine the exact status from our maps.

The next time you are in the vicinity of Coos Bay, will you please check into the matter of the approaches and consult with the officials of the company, in order to obtain their viewpoints. I also suggest that you discuss the matter briefly with Mr. Chandler beforehand, so that you may have a little more information.

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. Ben R. Chandler
Mr. H. G. Smith

RECEIVED
OCT 14 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
SALEM

E-141-11

October 7, 1948

Weyerhaeuser Timber Company
North Bend
Oregon

9505

NOTED
W. C. WILLIAMS

Attention: Mr. Robert P. Conklin

Gentlemen:

Porter W. Yett has forwarded to Mr. D. Lytle, Division Engineer, a carbon copy of your letter to him, dated September 22nd with reference to the removal of topsoil which was stored on property recently conveyed to you. This communication has been forwarded to this office by Mr. Lytle.

It appears that the topsoil was removed in connection with Mr. Yett's construction operations and was stored for later use in the construction of the project. I am quite sure that the Commission at no time, intended to convey the topsoil itself to Weyerhaeuser Timber Company and that the failure to exclude it as a part of the conveyance was an oversight and inadvertence.

As the matter now stands it seems probable that the Highway Commission will have to compensate Mr. Yett, under his contract, if he is forced to go to some other location and procure other topsoil materials for the finishing up of his contract.

It is therefore requested that the objection of the Weyerhaeuser Timber Company to the removal of the materials be withdrawn. In making this request I wish to call to your attention the fact that the entire revision in the originally planned project and the conveyance of the excess property arose out of the request and desire of the Weyerhaeuser Timber Company.

Very truly yours,

J. M. Devers

By
J. W. DeSouza
Assistant Counsel

JWDsma
cc - Mr. H. G. Smith
Mr. K. D. Lytle
Mr. W. C. Williams

RECEIVED
SEP 10 1948
FOR FILING

F-141(11)

2768

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Sept. 8, 1948

SUBJECT: S-1028

To:

H. G. Smith
Construction Engineer

Dear Sir:

Porter Yost is not making very good progress on the Coos Bay-North Bend Job.

When I was over there last Saturday he had about 800' on the north end to pour - this was 18' in width. On the south part of the job, he had left some 2000' of pavement - 30' in width and had none of the black pavement down at that; in fact no black pavement at all.

I tried to get the foreman to speed up the process by he claimed there were no skilled men available.

It seems to me that it will be impossible to complete the job this year unless some effort is made to speed up the work. He only has a small crew and only does one thing at a time.

Have you any suggestions?

Very truly yours,

K. D. LYTLE
Division Engineer

KDL:jg

cc: Williams ✓

RECEIVED
SEP 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 26 1948
FOR FILING

E-141(11)

2768

Salem, Oregon
August 20, 1948

Mr. H. G. Smith

The Commission has approved payment of $735 to the Peoples Water & Gas Company of Coos Bay for replacement of wood stave pipe with steel pipe between Station 207+00 and Station 214+20.

Payment will be made to the Company upon proper billing for the work performed.

W. C. Williams

WCW/ds

RECEIVED
AUG 20 1948
FOR FILING

F-1410(1)

A2768

Salem, Oregon
August 19, 1948

Mr. R. H. Baldock

The following is a report of progress made by Porter Yett on the North Bend-Coos Bay Project for the period July 20 to August 18.

1. Grading work was 90% complete on July 20 and Yett estimated he would complete all grading by August 5. This he has done insofar as having completed 98% of the grading work, the only remaining grading being a small amount where the new highway makes a connection to Sherman Street in North Bend.

2. Curbs were 45% complete on July 20 with a total of 870 cubic yards remaining to be placed. Mr. Yett estimated he would place 600 cubic yards by August 20. As of the 18th he had completed 522 cubic yards and with two additional days, up to August 20, he will approximately make his schedule on this item.

3. Rock surfacing was 26% complete on July 20, with a total of 7300 cubic yards to place. Yett estimated he would complete the surfacing by August 10 and this he has done in that all surfacing is in place with the exception of a small amount at the above-mentioned connection of the new highway with Sherman Street in North Bend.

4. Concrete pavement. As of July 20 concrete pavement was 45% complete and he estimated he would complete the concrete pavement by September 1. As of August 18 concrete pavement was 63% complete and I estimate that he is approximately 10 days behind with this item. In other words, he will complete his concrete pavement about September 10 instead of his estimate of September 1.

5. Black pavement. No black pavement had been laid as of July 20 and it was estimated that this work would not start until September 10. This on the belief that the concrete base could not be completed and sufficiently cured to permit black paving before September 10. Yett is ahead of schedule on this item in that he has completed his concrete base so that curing will be effected to permit start of asphaltic paving by September 2.

Summing up the entire status of the job, it is my belief that he will complete all paving operations, including the black pavement, on or about September 25 with final cleanup of the job by November 1, as he estimated during our conference on July 20.

W. C. Williams

WCW/ds

Contract No. 2768, North Bend-Coos Bay Section, Porter W. Yett

Grading work to be completed by August 5.

Equipment - 1 transitmix truck
10 men
500 to 600 feet per day. 30.cu. yd. concrete
600 cu.yd. curb and gutter be placed in 30 da. by Aug. 20th.

Concrete pavement
30,000 sq. yd. placed by September 1st
Equipment - 1 - 27E paver - 1¼ c.y.
4 batch trucks
men - 12 now; 8 more needed
1 blade 2 rollers

REFERRED TO
Williams
by Chief Engineer
keep this open file and take with you on Aug 5th

Rock
Piled on job
Equipment - 3/4 yd. shovel
plenty of trucks can be rented
Rock on Aug. 10th

Black pavement
Black plant - Have 5 trucks - rent more if necessary - will bring in finishing machine

Case?

Concrete pavement to be placed by Aug. 10th - start black Sept. 10th.
Black pavement placed by Sept. 25th.

Complete - all by Nov. 1st.

- - - - - - -

Contract 53% complete	July 10			
Grading	90%	complete	10,000	cu.yd. to do
Curbs	45%	"	870	" " " "
Concrete pavement	45%	"	33,000	sq. " " "
Rock	26%	"	7,300	cu. " " "
Black pavement	0%		4,500	Tons " "

- - - - - - -

Grading equipment on hand
3/4 yd. shovel
1 carryall
1 blade grader
1 D 6 cat
1 D 8 cat
1 5-cu. yd. truck
1 8-cu.yd. truck
one bulldozer

Grading equipment sufficient
Labor OK

(Notes made by Mr. Baldock on job, July 21 & 22, 1948)

1870

Grading work to be completed.
by Aug 15th

Curbs-

Equipment - 1 transit mix truck
10 men.

500 to 600 feet per day. 30 cy concrete

~~just about~~ 600 cy curb & gutter
to be placed in 30 day by Aug 20th

Concrete pave -
30,000 placed by ~~Sept 1st~~

Equipment - 1-27E paver - 1 1/4 cy.
4 - batch trucks.
men - 12 men - 8 min needed
1 blade 2 - rollers.

Rock -
~~on~~ piled on job - .
Equipment - 3/4 yd shovel - plenty
of trucks can be rented.
rock on Aug 10th

Black Jar.

Black - plant - Have
5 trucks - not - more
if necessary - will buy in
Jersey market.

concrete pavement to be placed -
by Aug 10th - start black
Sept 10th black jar - plant
by Sept 25th

complete - all by Nov 1st

6/27

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2 4 0 5
1

contract	53%	complete	July 10
			To do.
grading -	90%	complete	10.000 cy
curbs	45%	"	870 cy
conc. pav.	45%	"	37.000 sq yd
rock	36%		7300 cy
black pav.	0%		4500 Tons.

grading equipment on hand.

3/4 yd scraper -
1. carryall 1 - 5 cy truck
1 - blade grader 1 - 8 cy truck
1 D6 - cat -
1. D8 - cat - one bulldozer.

grading equipment sufficient
Labor 8 men - 1 day

RECEIVED
AUG 6 - 1948
FOR FILING

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, CHICAGO, ILLINOIS

F-141 (11)
#23768

TATE, WESTENFELDER AND BERG, INC.
GENERAL AGENTS
711 WILCOX BUILDING
TELEPHONE: ATWATER 7888

PORTLAND 4, OREGON
August 4th,
1948

REFERRED TO
W. Williams
Hy Chief Engineer

Oregon State Highway Commission
Salem, Oregon

Attention: R. H. Baldock, Highway Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

We acknowledge receipt of your letter of July 23rd, regarding progress of Porter W. Yett, Contractor on the North Bend-Coos Bay Section Oregon Coast Highway.

On several occasions we have visited this project and consulted with Mr. Yett regarding the progress and planning of the work under the contract. We are familiar with some of the causes of delay in the work on this project, many of which were beyond the control of the contractor.

We are somewhat surprised as to your concern as to the ability of Porter W. Yett to meet his obligations on this or any other contract. We assure you Mr. Yett has the ability, finances and equipment to meet any just obligations that may be required of him.

We do not hesitate to inform you we will carry out our obligations under this contract when and if it becomes necessary.

Very truly yours

TATE, WESTENFELDER & BERG, INC.

H. J. Westenfelder

HW:na

RECEIVED
AUG 5 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 26 1948
FOR FILING

7-141 (11)

2768

July 23, 1948

Continental Casualty Company
Tate, Westenfelder & Berg, Inc., Agent
Wilcox Building
Portland 4, Oregon

Gentlemen:

The Highway Commission is gravely concerned due to lack of progress on Contract No. 2768, North Bend-Coos Bay Section, Oregon Coast Highway, grading and paving, which was awarded to Porter W. Yett. The records disclose that this contract was awarded on December 29, 1945 with the completion date of October 31, 1947. On December 29, 1947 it was extended to September 1, 1948.

On July 10 this year only 53% of the job was completed. Roughly the project analyzes in this manner: The grading work is 90% complete, there being still 10,000 cubic yards to move; the curbs are 45% complete, there being 870 cubic yards remaining; concrete pavement 45% complete, 33,000 square yards remaining; rock 26% complete, 7,300 cubic yards remaining; asphaltic concrete 0%, 4,500 tons remaining.

In going over this work with Mr. Porter W. Yett on the 21st of July, he stated that he could complete the grading work by August 5, the rock by August 10, the curbs by August 20, the concrete pavement by September 1, the black pavement by September 20, and the entire clean-up of everything by November 1. His present extension of contract is to September 1 and it is quite probable that the Highway Commission will insist upon the imposition of the engineering penalty for the length of time subsequent to that date, which amounts to about $1,000 a month. We have made arrangements to have another inspection of the work on August 19, with Mr. Porter W. Yett present, to review the progress.

The State of Oregon has been gravely penalized by the slowness of the progress of this work. The engineering costs are all out of proportion to the amount of work performed, and the general public has suffered grave inconvenience and expense by reason of the long delay. As a result, the State Highway Commission is insistent that Porter W. Yett complete this job this construction season. This cannot be done unless due diligence is shown, careful planning exercised and sufficient men and equipment provided.

Under the terms of the contract you guarantee the faithful performance of the work and I would suggest that you give the matter your immediate attention because, if Porter Yett does not proceed satisfactorily at once, the Highway Commission will be forced to call upon you to take over the work. I say this regretfully because I have known Porter W. Yett well and favorably for many years, but certainly he has not shown proper diligence on this job and it has become very embarrassing to the Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl
cc: Porter Yett
Ben H. Chandler
W. C. Williams

RECEIVED
JUL 7 1948
FOR FILING

F-141 (11)

2768

July 6, 1948

Oregon State Highway Commission

Gentlemen:

Under date of December 27, 1945, the State Highway Commission entered into an agreement with the Peoples' Water and Gas Company of Coos Bay and North Bend in which the State was to cooperate with the Water and Gas Company in the removal of the 14-inch wood pipe and the reinstallation of a 14-inch cast iron pipe between Stations 214+20 and 218+20, a distance of 400 feet.

It has now been determined that an additional 14-inch wood pipe between Stations 207+00 and 214+20, a distance of 720 feet, should be removed.

The reason we believe this should be removed is that it will be necessary to replace the wood pipe within a few years and considerable interruption to traffic would occur and additional expense would be incurred by cutting sidewalks.

The estimated cost to the State of cooperating for the 720 feet of pipe is $735 and I recommend that the original agreement be extended to cover the replacement of pipe between Stations 207+00 and 214+20.

The cost would be chargeable to the North Bend-Coos Bay Contract.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds
cc W. C. Williams
H. G. Smith

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25th, 1948

SUBJECT:

To: Mr. W. G. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

In regard to Record of Assignment #558, W.C.W., request of W. S. Chiene, Manager of the Coos Bay-North Bend Water Board, that our agreement with them be extended to give the customary aid in the replacement of their wood pipe between Station 207 and Station 214 on the North Bend-Coos Bay Section.

I agree with Mr. Chiene that it would be desirable to get a cast iron pipe installed at this time in place of the existing wood pipe and recommend this agreement be extended to cover this section.

The estimate of cost of the State's share if done according to our previous agreements would be $735.00.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT No. 558

DESCRIPTION: Let. 5/20/48 from W.S.Chiene,Mgr. repipe line on Coast Hwy. Coos Bay-North Bend Water Board.

DATE: 5/26/48 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☒ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

REPORT RECEIVED: 6-3-48-dg

REMARKS:

BROADWAY, COOS BAY, OREGON
VIRGINIA AVE., NORTH BEND, OREGON
Coos Bay, Oregon

...n the State of Oregon ...mpany, at which time ... Aid was granted to ... of 14" cast iron pipe between the Stations 214 plus 20 and Station 218 plus 20. However, the removal of 14" wood pipe and the installation of 14" cast iron pipe between Station 207 and Station 214 plus 20 was not covered by any assistance from the Oregon State Highway Commission.

Due to the fact that a storm sewer is to be installed between the Stations mentioned above and the fact that our new main will be so close to said storm sewer and the sidewalk I believe it would be to the advantage of all concerned to do this work now. However, we could leave this 14" wood pipe in for a few years more, but in so doing it would interrupt traffic during the time that we would have to remove the old 14" wood pipe and replace it with 14" cast iron pipe and it might be also necessary to injure the sidewalk that is to be installed in some places over the 14" new line. Therefore, we would appreciate it very much if the Highway Department would give us aid on this section, that is, between Station 207 to 214 plus 20 under the same conditions as was granted for the same class of work between Stations 214 plus 20 and Station 218 plus 20.

We are enclosing a sketch which shows the location of our existing 14" wood main as well as the location of the proposed new line for the 14" cast iron main, which I am sure will show you that the water main is so close to the new highway that to avoid any trouble in future years it should be installed now. Therefore, we would appreciate it very much if you would give us some assistance at this time.

Very truly yours,

COOS BAY-NORTH BEND WATER BOARD

By W. S. Chiene

W. S. Chiene, Manager

WSC:jt
Enc.1

OFFICE OF ... ENGINEER
RECEIVED
MAY 27 1948

REFERRED TO
BY SECRETARY

RECEIVED
MAY 24 1948
OREGON
STATE HIGHWAY COMMISSION

COOS BAY-NORTH BEND WATER BOARD

COMMISSIONERS:
BEN R. CHANDLER, *Chairman*
F. C. HART, *Vice-chairman*
A. H. KOHLER, *Secretary*
GEO. L. BOONE

MANAGER:
W. S. CHIENE

OFFICES:
264 SO. BROADWAY, COOS BAY, OREGON
609 VIRGINIA AVE., NORTH BEND, OREGON

REPLY TO: Coos Bay, Oregon

May 20, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

An Agreement dated the 27th day of December, 1945 was made between the State of Oregon through its Highway Commission with the Peoples' Water and Gas Company, at which time they were operating the water systems in Coos Bay and North Bend. Aid was granted to cover a removal of 14" wood pipe and the installation of 14" cast iron pipe between the Stations 214 plus 20 and Station 218 plus 20. However, the removal of 14" wood pipe and the installation of 14" cast iron pipe between Station 207 and Station 214 plus 20 was not covered by any assistance from the Oregon State Highway Commission.

Due to the fact that a storm sewer is to be installed between the Stations mentioned above and the fact that our new main will be so close to said storm sewer and the sidewalk I believe it would be to the advantage of all concerned to do this work now. However, we could leave this 14" wood pipe in for a few years more, but in so doing it would interrupt traffic during the time that we would have to remove the old 14" wood pipe and replace it with 14" cast iron pipe and it might be also necessary to injure the sidewalk that is to be installed in some places over the 14" new line. Therefore, we would appreciate it very much if the Highway Department would give us aid on this section, that is, between Station 207 to 214 plus 20 under the same conditions as was granted for the same class of work between Stations 214 plus 20 and Station 218 plus 20.

We are enclosing a sketch which shows the location of our existing 14" wood main as well as the location of the proposed new line for the 14" cast iron main, which I am sure will show you that the water main is so close to the new highway that to avoid any trouble in future years it should be installed now. Therefore, we would appreciate it very much if you would give us some assistance at this time.

Very truly yours,

COOS BAY-NORTH BEND WATER BOARD

By W. S. Chiene
W. S. Chiene, Manager

WSC:jt
Enc.1

OFFICE OF CONSULTING ENGINEER
RECEIVED
MAY 27 1948

REFERRED TO
BY SECRETARY

RECEIVED
MAY 24 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 30 1948
FOR FILING

7-141(11)
OREGON DISTRICT
2766

419W.

IT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 2, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal-aid Project F-141(11), the North Bend-Coos Bay Section of the Oregon Coast Highway.

An inspection made on June 22, 1948 shows that for the time from May 28th to June 22nd only one percent of the work in this project was accomplished and despite fairly favorable weather little paving was placed during this period. The project is now reported only 51% complete. The progress made on this project is very disappointing and the necessity for more than three working seasons seems inexcusable. We would suggest such action as is possible be taken to speed up this work in order that the project may be completed this year.

Very truly yours,

R. M. DAVIS
District Engineer

NOTED
H. L. BALDOCK

NOTED
V. C. WILLIAMS

RECEIVED
JUL 6 1948
OREGON
STATE HIGHWAY COMMISSION

FD
NG

ASSIGNMENT No. 449 WCW

DESCRIPTION: Let 7/2/48 from TMDavis, PRA, re completion of F-141(11) North Bend-Coos Bay Section of Oregon Coast Highway.

DATE: 7/7/48 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☒ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ Too early to determine effect

REPORT RECEIVED: Bal docks inspection

REMARKS: 7-29-48 ds

Commission at its next meeting for consideration.

Very truly yours,

Not sent out
Mr. Smith getting
further report
WCW

cc to: H. G. Smith
K. D. Lytle
C. C. Gall

RECEIVED
AUG 5- 1948
FOR FILING

7-141 (11)

2768

Salem, Oregon
May 3rd, 1948

Mr. W. S. Chiene, Manager
Coos Bay-North Bend Water Board
Coos Bay, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Your letter addressed to Mr. C. C. Gall, regarding additional compensation for moving the water mains in connection with Contract #2768, North Bend-Coos Bay Section, will be referred to the Commission at its next meeting for consideration.

Very truly yours,

Not sent out
M.V. Smith getting
further report.
WCW

cc to: H. G. Smith
K. D. Lytle
C. C. Gall

Salem, Oregon
May 3rd, 1948

Oregon State Highway Commission--

Attached is a letter from W. S. Chiene, Manager of the Coos Bay-North Bend Water Board, requesting additional compensation in the amount of $2,579.13 for the movement of water mains in connection with Contract #2768, North Bend-Coos Bay Section, under contract to Porter W. Yett.

The change in the installation of pipe between Section 145+50 and Station 154+80 was not suggested by the Highway Department and, therefore, must be considered to have been made for the improvement of the water system.

I cannot recommend the Highway Department pay for the change between Station 159 and Station 175 which they made in order to avoid the property which we sold to the Weyerhaeuser Company. This transaction was under negotiation for a long time and had the Water Company advised us of the necessity of making the change, we could have had an understanding with the Weyerhaeuser people. We sold the property merely as a convenience to the Weyaerhaeuser people as an aid to the establishment of a new industry in the Coos Bay-North Bend area. Therefore, it would not seem a proper expenditure of state highway funds to reimburse the Water Company for the change of this section of pipe.

Very truly yours,

cc to- F. E. Smith

COOS BAY-NORTH BEND WATER BOARD

COMMISSIONERS:
BEN R. CHANDLER, *Chairman*
F. C. HART, *Vice-chairman*
A. H. KOHLER, *Secretary*
GEORGE L. BOONE

MANAGER:
W. S. CHENE

OFFICES:
264 SO. BROADWAY, COOS BAY, OREGON
809 VIRGINIA AV., NORTH BEND, OREGON
REPLY TO: Coos Bay, Oregon

April 8, 1948

Mr. C. C. Gall, Resident Engineer
Oregon State Highway Commission
North Bend, Oregon

Dear Sir:

In the latter part of 1945 when a survey was made jointly by your engineers and ourselves with regard to water mains and services that had to be changed by reason of highway construction between Stations 144 plus 50 and 218 plus 20, an itemized list of the various changes were made which were incorporated in Agreement dated December 27, 1945 and signed by Highway Commission and ourselves.

At that time blue prints were submitted to us which, according to Sheet #5 of Project No. S-N-A-Pap. 141-H (1), showed that our 14" C.I. Main was to cross the new highway between Stations 175 and 178 plus 75, as well as placing a main on the east side of the highway between Stations 154 plus 80 and 159 as shown on Sheet #4.

During the year 1946 we installed 1,671' of 14" C.I. Main between Stations 183 and 199 plus 71 and did not resume our work until July, 1947. In the meantime the Weyerhaeuser Company entered into negotiations with the Highway Commission for the purchase of Right of Way on which was located our 10" wood main between Stations 159 and 175, also negotiations with the Southern Pacific Company to shift their tracks west of its present location along the east side of the new highway.

We believe had these changes been in mind at the time the survey was made by your engineers and ourselves that aid would have been granted us in the same manner as other changes as stated in the original Agreement.

While the late changes benefited the State Highway Commission, the Weyerhaeuser Company, and Southern Pacific Company, it did increase the cost to the Coos Bay-North Bend Water Board, now a municipal water system, and we feel that we should have further assistance as per bills attached in the amount of $2,579.13, to which is attached supporting vouchers which cover the installation of 930' of 12" C.I. pipe between Stations 145 plus 50 and 154 plus 80 and 1,600' of 12" C. I. pipe between Stations 159 plus 00 and 175 plus 00, or a total of 2,530' of 12" C.I. pipe installation, and the salvaging of 1,600' of 10" wood pipe between Stations 159 plus 00 and 175 plus 00, for which we have not received any aid from the State Highway Commission.

Unit expense as rendered for the installation and salvage of pipe in the amount of $2,579.13 as mentioned above is as follows:

Installation of 2,530' of 12" C.I. pipe @ $.76709 per foot	$1,940.73
Salvage of 1,600' of 10" wood pipe @ $.3990 per foot	638.40
	$2,579.13

Changes to our water system in the City of North Bend due to Highway construction amounts to approximately $36,000.00 with still about 1,800' of 14" C.I. pipe to install and a like amount of 14" wood pipe to be salvaged.

Mr. C. C. Gall, Resident Engineer
Oregon State Highway Commission
North Bend, Oregon

April 8, 1948

We trust that you will give this your consideration and allow the bill submitted herewith as we feel you would have allowed it if the locations were known when the agreement of December 27, 1945 was made.

Very truly yours,

COOS BAY-NORTH BEND WATER BOARD

By W. S. Chiene

W. S. Chiene, Manager

WSC:jt
Encs.

3 Carbon copies attached.

RECEIVED
FEB 6 1948
FOR FILING

F-141 (4)

February 5, 1948

Mr. Porter W. Yett
6500 N. E. Ainsworth Street
Portland 13, Oregon

Dear Mr. Yett:

I have been advised by the Mountain States Power Company of Coos Bay that they have arranged to complete removal of their power poles along your highway project by contract. They further advise that the contract crew will start this work about Monday, February 2. If this is true, they are now on the job and I am hopeful that the poles will be completely removed before you are further inconvenienced in you work.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW/ds

February 5, 1948

Mr. C. H. Cee
Division Manager
Mountain States Power Company
Coos Bay, Oregon

Dear Sir:

We thank you for your letter of January 30, advising that you have made arrangements to move the remaining power poles along the new highway between Coos Bay and North Bend by contract beginning probably on Monday, February 2.

May I assure you that the Highway Commission appreciates your cooperation in this matter.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW/da

MOUNTAIN STATES POWER COMPANY

Coos Bay, Oregon
January 30, 1948

Mr. W. C. Williams
Acting State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

Under date of January 26 you wrote me in regard to the power poles along the right-of-way of the highway work between Coos Bay and North Bend and I have delayed answering until I could give you some definite information.

As you know we are in the same position as other utilities in being unable to secure sufficient linemen and in consequence we are far behind in our construction. In order to get these poles out of the way immediately, we have contracted for this work. The contract crew will start the first of the week, probably Monday, February 2. This will be much more expensive for us but we will comply with your request for immediate removal of these poles because we do not wish that any further delay of this highway construction to be attributed to the removal of these poles.

Yours very truly,

MOUNTAIN STATES POWER COMPANY

NOTED
W. C. WILLIAMS

C. H. Coe, Division Manager

chc/hey

RECEIVED
FEB 2 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 27 1948
FOR FILING

F-141 (11)
#2768

January 26, 1948

Mr. Porter W. Yett
6500 N. E. Ainsworth Street
Portland 13, Oregon

Dear Mr. Yett:

As suggested in your letter of January 22, we have again addressed a letter to the Mountain States Power Company to the attention of Mr. Coe, requesting that the Power Company take steps to immediately move the remaining power poles which conflict with your North Bend-Coos Bay project. We have further requested Mr. Coe to notify us immediately the approximate date he expects to complete the removal.

We will keep our finger on this matter and at the same time keep you advised as to the reply of the Power Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Acting State Highway Engineer

WCW/ds

January 26, 1948

Mountain States Power Company
Coos Bay
Oregon

Attention: Mr. Coe

Gentlemen:

A few weeks ago Mr. Baldock made an inspection of the progress on Contract No. 2768, North Bend-Coos Bay Section of the Oregon Coast Highway, with Porter M. Yett, contractor. Mr. Yett pointed out that he had been delayed by the movement of power poles, that there was still a considerable number of poles to be moved and that there was no reason why these poles could not be gotten out of the way during the winter and before he started his spring program.

Mr. Yett is again calling our attention to these poles and asking us to see that they are moved immediately. In such cases as this, where there is unusual and unanticipated delay in the movement of poles, we feel that the contractor may have legitimate claim against the Highway Department and the power company, particularly so if there is any further delay which would cause Mr. Yett inconvenience. Therefore, I am requesting you to take steps to immediately move the remaining poles.

I would appreciate your advising me the approximate date you expect to complete the moving.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Acting State Highway Engineer

WCW/ds

cc - H. C. Smith

PLANT—ROCKY POINT, OREGON — SHIPMENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE GArfield 4356 PORTLAND 13, OREGON

January 22, 1948

Mr. W. C. Williams, Asst. Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

We received notice of extension of time from the Oregon State Highway Commission from October 31/47 to September 1/48, on contract #2768 North Bend-Coos Bay Section of the Oregon Coast Highway.

This extension was granted in lieu of our request of October 6/47, to October 31/48.

It is our opinion that in order to complete this contract within the time allowed by the Commission's extension of time, all conditions will have to be favorable; and we cannot under any circumstances be delayed by the public utilities as we have been in the past.

You will recall that on your inspection trip with Messrs. Chandler, Baldock, Smith, Cooper, Lynch of the PRA and yourself, we pointed out specifically the Mountain States Power Company's line paralleling the West half of the existing highway. We requested that some pressure be put forth immediately in order to obtain its removal, otherwise we would again be confronted with delays to our operations. As I recall, you were instructed to communicate with the Power Company advising them that their lines should be removed immediately.

We are wondering if you have communicated with them, and if so, we would appreciate knowing when we may expect them to be out of our way. We have constantly put pressure on the Power Company ever since we have been operating there, always keeping them fully informed of the necessity of keeping clear of our construction and giving them reasonable notice. In spite of our efforts we were delayed ten days during our actual paving operations, causing us a serious loss of time as well as money as the weather during that time was perfect for paving operations.

If you have not already done so, we would appreciate the application of unmistakable pressure on the Power Company in order that we may not be confronted with additional delays and additional expenses because of their failure to comply with the provisions of our contract.

RECEIVED
JAN 23 1948
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

By Porter W. Yett

DESIGNERS OF CONCRETE STONE AND GRAVEL PLANTS

PWY/b

RECEIVED
JAN 27 1948
FOR FILING

F-141 (11)

January 26, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

As per your recent request, we are sending herewith four prints show turning movements at intersections between stations 162 and 192 of the North Bend-Coos Bay Project, F-141 (11).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

HCW:cm

Encl.

RECEIVED
JAN 20 1948
FOR FILING

F-141 (11)

January 19, 1948

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13
Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 365 days, from October 31, 1947 to October 31, 1948, within which to complete your contract No. 2768, for the North Bend-Coos Bay Section of the Oregon Coast Highway, in Coos County.

The Highway Commission, however, did not concur in your request, but by unanimous vote approved an extension of time for the above contract until September 1, 1948 without penalty. Except as to the length of time granted, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

NOTED ON CARD
1-14-48 gf

RECEIVED
DEC 26 1947
FOR FILING

F-141 (11)

December 24, 1947

Oregon State Highway Commission

Gentlemen:

I hand you herewith a copy of a request of Porter W. Ivett for an extension of time from October 31, 1947 to October 31, 1948, on Contract No. 2766, North Bend-Coos Bay Section of the Oregon Coast Highway.

While it must be conceded that Porter Ivett has not prosecuted this job with the vigor that must be displayed on such a project, it is, at the same time, admitted that he has been beset by many difficulties which in themselves would delay the completion of the project beyond the original time limit.

During the summer of 1946 he was unable to arrange for sufficient delivery of cement to keep his operations in progress, hence no concrete pavement was constructed that year. In 1947 he had considerable delays in the delivery of aggregates from the Umpqua [illegible] and Gravel Company. This delay was the result of unpreparedness on the part of the Gravel Company and difficulty in securing sufficient railroad cars. Through the efforts of Commissioner Ben H. Chandler the railroad car situation was straightened out, but not in sufficient time to allow completion of the project during 1947.

The contractor was also bothered by the Power Company's delay in moving power lines and the Southern Pacific Railroad Company who did not complete the removal of their railroad tracks to their new location until late in 1947.

Notwithstanding the fact that the contractor was somewhat negligent in the prosecution of the work on this project, I do recommend that his request for an extension of time be granted without penalty. This recommendation is concurred in by Mr. T. H. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds
cc - W. C. Williams
H. G. Smith

RECEIVED
DEC 24 1948
FOR FILING

FILING

2768

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1948

SUBJECT: R 9902

To:
Mr. T. Mr. Forrest Cooper
Distr[illegible] Engineer, County and City Relations
P. O. Box [illegible]
Portland 8, Oregon

L

NOTE -
W. C. WILLIAM

Dear Mr. Cooper:

Dear Sir: In connection with the Coos Bay-North Bend project it was, of course, necessary to relocate the tracks and facilities of the Southern Pacific Company. The Southern Pacific Company was under contract for the relocations with the Commission. The securing of necessary franchises and ordinances for the railroad was not the obligation of the Commission; however, the Commission is, of course, interested in the securing of necessary franchises, as it is a part of the overall project.

Mr. James A. Lathrop, Tax and Right of Way Agent of the Southern Pacific Company, advises that he has made numerous attempts in vain to secure a franchise from the City. In fact, the City does not choose to answer his correspondence. Our file will disclose the correspondence which we have directed to the City which likewise has not been answered. The Commission is not interested, of course, in the duration of the franchise, nor in the particular terms of the franchise which the City may see fit to issue; however, I believe definitely is the Commission's obligation, moral, at least, to aid the Southern Pacific in securing some consideration from the City.

At your convenience I would appreciate your examining our file in this matter and discussing the matter with me and then contacting the City of North Bend to ascertain the difficulty, or lack of interest, on their part.

Yours very truly,

J. H. DEVERS

By G. W. McUNIT
Assistant Counsel

NOTED
W. W. STIFFLER

GWM:avh
cc - W. W. Stiffler

RECEIVED
DEC 9 1947
FOR FILING
F-141 (Oil)

December 5, 1947

Mr. T. M. Davis
District Engineer
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

A reply to your letter of November 5, having reference to an extension of time for Porter W. Yett on his North Bend-Coos Bay contract, has been delayed pending complete investigation of the past progress of his work as well as his plans for the future.

We are now able to advise you that the Contractor plans to continue work during the winter months as far as possible. This work will consist of the stock-piling of surfacing materials for concrete aggregate, the construction of curbs, placement of base materials, construction of approach roads and any other work that may be performed during inclement weather.

He plans, early in the spring, to resume full scale operations and assures us that the project will be completed by September of 1948.

It is the opinion of the Engineering Department that Porter W. Yett has not prosecuted this job with the vigor necessary to complete it within the specified time. On the other hand, he has been beset by delays that were beyond his control which undoubtedly would have rendered it impractical for him to complete the project within the originally specified limit of time.

One of the serious delays was the securing of aggregate and subbase materials from the Umpqua Navigation Company which materials were shipped by boat, barge and rail. He had considerable difficulty in securing necessary railroad cars for the transportation of materials and his operations were therefore hindered. He also was delayed a considerable extent by the inability of public utilities to effect removal of facilities such as water mains, power and telephone lines. The Southern Pacific Company also delayed his operations very materially by their inability to move their railroad tracks in sufficient time.

Considering the above facts it is recommended that an extension of time for one more season, that is to September 1, 1948, be granted Mr. Yett without

penalty even though it is conceded that the work was not prosecuted with due diligence. It is also recommended that if the project is not completed by September 1, 1948 the Contractor be assessed the cost of engineering supervision between September 1, 1948 and the date of completion of the project.

May we have your concurrence.

As to work order No. 3 providing for oiling of detour roads and connections, it is true that the Contractor was to provide for maintaining of such roads. It was not anticipated, however, that the project would continue for such a duration of time and it, therefore, appeared desirable to construct a better detour than would ordinarily be provided. To this end the Contractor was instructed to oil the detours with the understanding that he would be reimbursed for the cost.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW/ds

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

November 5, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Robert
Asst. Chief E

Dear Sir:

Reference is made to Mr. Williams' letter of October 16th requesting concurrence in an extension of time for one year, without penalty, to Porter W. Yett, contractor on Oregon Federal Aid Project F-141(11), North Bend - Coos Bay Section.

The reasons set forth for the failure of the contractor to complete within the time limit have merit, but they are set out in a very abbreviated manner and before acting on your request, we would appreciate a more detailed explanation as to the reasons given.

Also, with regard to Work Order No. 3 providing for the oiling of detour roads and connections, our Division Office is holding this Work Order pending a clarification as to why this work is necessary since the contract provides for the maintaining of such roads by the contractor as part of his work. Please furnish us with more details justifying this oiling as force account.

Also, in view of the fact that the contract cannot be completed before winter, we presume that adequate maintenance to satisfactorily carry traffic will be provided, and we would appreciate advice as to what provision has been made to handle this work.

Very truly yours,

T. M. DAVIS
District Engineer.

NOV 1947

RECEIVED
NOV 6 1947
OREGON
STATE HIGHWAY COMMISSION

STATE HIGHWAY COMMISSION

DESIGNERS OF CONCRETE STONE AND GRAVEL PLANTS

RECEIVED
FOR FILING

F-141 (4)

PORTER W. YETT
Contractor

OREGON STATE HIGHWAY COMMISSION

READY-MIXED CONCRETE • CEMENT • CRUSH... INTER-DEPARTMENT CORRESPONDENCE ...GS • ASPHA...

6500 N.E. AINSWORTH ST ..... Roseburg, Oregon. ..... PORTLAND 13, OREGON
Nov. 20, 1947
November 20, 1947

SUBJECT: Drainage Condition
North Bend-Coos Bay

To:
H. G. Smith
Construction Engineer

Mr. R. H. Baldock, State Engr.
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

I wish to report to you and to Mr. Baldock that we are taking measures to correct the bad drainage condition on the North Bend-Coos Bay Section.

Dear Sir:

We are making temporary connections to drains and storm sewers, opening ditches to carry water away from the roadway and clearing to construction and debris from existing gutters and drains. Other measures will be taken if indicated to alleviate the condition.

In regard to completion of the parking lane and curb and gutters on the West half of [illegible] Mr. Gail is having part of this work done by the contractor, Porter Yett. However, to help complete the work in a minimum and in it was our opinion of the lack of cooperation shown by Mr. Yett, I have instructed Mr. Foss to take over where the contractor leaves off. curb and gutt[illegible] parking lanes. This part has not been covered because of failure of the Water and Power Companies to perform [illegible] the area. In order not to delay the work, we began construction of the two [illegible] lanes and after paving five days were forced to suspend operations [illegible] to failure of the Power Company to complete their

I will personally check on this matter and report to you from time to time.

Very truly yours,

K. D. LYTLE
Division Engineer

By: [signature]
Asst. Div. Engr.

In connection with these operations, we [illegible] facilities necessary and pertinent to the Southbound lanes excepting Station numbers 103/50, [illegible] of the present traveled roadway, construction under the Railway Express truck and work inside Irwin-[illegible]ons lumber yard. Station 1[illegible] be completed just as soon as traffic can be diverted via new pavement as the manhole connection is in the center of the present traveled roadway. Stations 198/50 and 200/50 are now being completed.

cc: Baldock
Collier
Gail
Sage

The days lost due to the Power and Water Companies were all good dry working days; thus prevent[illegible]ors at a later date on some of the important parking lane section. There are certain sections of the curb and gutters that should be prepared or constructed under adverse weather conditions. Such sections I did instruct my superintendent not to attempt unless conditions permitted.

Construction of slope protection on the [illegible] Southern Pacific Railroad has not been done. First we have [illegible] yards of about 15% of the total pavement to be removed, and then at times before the [illegible] was

RECEIVED
NOV 21 1947
OREGON
STATE HIGHWAY COMMISSION

DESIGNERS OF CONCRETE STREET AND TRAVEL PLANTS

STONE PLANT—ROCKY POINT, OREGON

SHIPMENTS BY BARGE, TRUCK OR RAIL

RECEIVED
NOV 21 1947
FOR FILING

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE GArfield 4356 PORTLAND 13, OREGON

E-141 (11)

November 10, 1947

Mr. R. H. Baldock, Engineer
Oregon State Highway Commission
Salem, Oregon

RECEIVED
NOV

Re: North Bend-Coos Bay
Contract #2768

Dear Sir:

We acknowledge receipt of your letter of October 28, 1947, with reference to construction details past, present and future.

In regard to completion of the parking lane and curb and gutters on the West half of the recently constructed Southbound paving lanes, you are advised that it was our original plan to construct the six and one-half foot lane together with curb and gutter before constructing the paving lanes. This plan had to be altered because of failure of the Water and Power Companies to perform their work in the area. In order not to delay our work, we began construction of the two Southbound traveling lanes and after paving five days were forced to suspend operations for ten days due to failure of the Power Company to complete their work.

In connection with these operations, we completed all the drainage facilities necessary and pertinent to the Southbound lanes excepting Station numbers 163/50, 177/60, 188/90 and 200/50. The work at Station 163/50 is a major job involving removal of the present traveled roadway, construction under the Railway Company's track and work inside Irwin-Lyons lumber yard. Station 177/60 will be completed just as soon as traffic can be diverted via new pavement as the manhole connection is in the center of the present traveled roadway. Stations 188/90 and 200/50 are now being completed.

The days lost due to the Power and Water Companies were all good dry working days; thus preventing work at a later date on some of the important parking lane section. There are certain sections of the curb and gutters that cannot be prepared or constructed under adverse weather conditions. Such sections I did instruct my Superintendent not to attempt unless conditions permitted.

Construction of slope protection on the Bay section adjacent to the Southern Pacific Railroad has not been done. First, we have removed only 2,000 square yards or about 15% of the total pavement to be removed, and then at times before the fill was

November 10, 1947

completed, therefore, it is obvious that we cannot do other than place the broken concrete in such places as will afford emergency protection. Secondly, this is not a hand placing job. I know of no hands that will handle slabs of broken concrete 7 inches thick by 8 feet by 4 feet and larger. The method of placing was discussed with Mr. Lytle and Mr. Clymer before bidding on the work. We had no instructions or notice in our bidding proposal that any special performances would be required, or of any special agreements in connection with your Railroad agreement. We will, however, try to do as satisfactory a job as conditions and materials will permit.

The protection of pavement by the use of sisalkraft cover was provided immediately upon request of Mr. Lytle and has been on the job at all times.

We are taking care of drainage as hereinbefore outlined. As to the conditions last year, the Morrison-Knudsen Company plugged the main drain located through the Weyerhauser property, which necessitated constructing an entirely new one by the City of North Bend, to which we at the expense of $1,200.00, in the mud, water and rain constructed a permanent connection under the railroad and a temporary one to the highway.

Nothing the State Highway Department or its contractors do pleases certain people in the Coos Bay community. There is nothing we can do about such a state of affairs except to keep working in the best interests of the job, pressure notwithstanding.

As to the suggestion that we send some of our Portland men to Coos Bay, apparently you are not aware of the fact that we have our most experienced concrete men on the job now; also, that they cannot find a place to live or a decent place to eat. The local men available are practically worthless. We have only three or four local men on our payroll. We have sent in, or obtained, outside men but due to lack of housing and outrageous living costs they stay only long enough to get money enough to get out.

Frankly speaking, not a single local person other than Commissioner Chandler has as yet made any effort to cooperate or help us get labor or a place to house and feed our men. Other than the Southern Pacific Engineering Department, not a single one of the local utilities have made the slightest effort to cooperate with us or your Engineer on the Project. As a matter of fact, we have been delayed and suffered damages to such a degree that we are seriously considering legal action.

We assure you that irregardless of local animosity we will do a job that will be up to Highway Construction Standards as we always have done in the past.

RECEIVED
NOV 1[illegible] 1947
STATE HIGHWAY COMMISSION

Very truly yours,

PORTER W. YETT

By Porter W. Yett

PWY/b

RECEIVED
NOV 6 1947
FOR FILING
F-141 (1)

November 5, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of October 16th requesting concurrence in an extension of time for one year, without penalty, to Porter W. Yott, contractor on Oregon Federal Aid Project F-141(11), North Bend - Coos Bay Section.

The reasons set forth for the failure of the contractor to complete within the time limit have merit, but they are set out in a very abbreviated manner and before acting on your request, we would appreciate a more detailed explanation as to the reasons given.

Also, with regard to Work Order No. 3 providing for the oiling of detour roads and connections, our Division Office is holding this Work Order pending a clarification as to why this work is necessary since the contract provides for the maintaining of such roads by the contractor as part of his work. Please furnish us with more details justifying this oiling as force account.

Also, in view of the fact that the contract cannot be completed before winter, we presume that adequate maintenance to satisfactorily carry traffic will be provided, and we would appreciate advice as to what provision has been made to handle this work.

Very truly yours,

T. M. DAVIS
District Engineer.

Original to Probert 11-6-47

RECEIVED
NOV 10 1947
FOR FILING

7-141 (10)
12168

October 28, 1947

Porter W. Tett
6500 N. E. Ainsworth
Portland 13, Oregon

Dear Sir:

An inspection was made of the North Bend-Coos Bay Section last week and your superintendent advised that he had been instructed not to attempt this fall the construction of the 6½-foot parking strip or the curb and gutters on the west side of the two southbound lanes which you have already constructed. I feel that the southbound lane will have to be completed by this construction before we can permit you to suspend operations for the winter as it is necessary for the proper functioning of the drainage.

It will also be necessary for you to place the slope protection called for in the plans and specifications by hand placing it on 2:1 slopes in the manner called for in the drawing on Sheet No. 2-A. Our contract with the railroad provides for this and it must be done before operations are suspended. Inasmuch as we have only removed a small portion of the old pavement, we must take particular pains to see that judicious use is made of it and place it throughout the entire area to be covered by riprap.

An adequate supply of Sisalkraft or some other impervious material should be furnished the job so that the pavement will not be endangered by rains. At the start of the paving your superintendent was requested to adequately provide for rain protection, but it is noted that this has not been done and that one section of the pavement already has been caught in the rain so that the broom marks are largely obliterated.

It is realized that it will be necessary to use some little care in placing the additional pavement during this season of the year, but I do not feel we can get through another winter without curbs and gutters to control the drainage along the southbound lane. The entire community was incensed at the lack of drainage last year and will not tolerate such conditions over another season.

I am holding your request for extension of time until I receive your assurance that this work will be done and I suggest you take advantage of every break in the weather to complete it as soon as possible, augmenting your form crews with some of your Portland forces.

Permit me to take the opportunity to state that the Highway Commission is quite disturbed about the manner in which you have handled the project and trusts that you will take immediate steps to prosecute the work with due diligence from this date forward. You realize, of course, that the Commission must be assured through deeds, not words, that work of this kind be performed promptly and, in the determination of the award of jobs to the lowest responsible bidder to the State's best interests, must take into consideration the past performance record of the bidder.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc: T. H. Banfield
A. W. Schaupp
Ben R. Chandler

RECEIVED
OCT 30 1947
FOR FILING

F-141(11)

October 20, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of October 14, 1947, we are sending, under separate cover, five copies of blue line prints of plan sheet number 11-A for the North Bend-Coos Bay Section, Project No. F-141 (11).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWN:GS

RECEIVED
OCT 21 1947
FOR FILING

F-141 (1)

October 20, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of October 14, 1947, we are sending, under separate cover, five copies of blue line prints of plan sheet number 11-A for the North Bend-Coos Bay Section, Project No. F-141 (11).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWN:GS

FOR FILING
NOT REQUIRED

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

October 14, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Please furnish this office with five reduced size prints of sheet 11A for Oregon Project No. F-141(11), North Bend - Coos Bay Section of the Oregon Coast Highway, which show the provision for left turn traffic at the access points to the new Weyerhauser Mills.

Very truly yours,

T. M. DAVIS
District Engineer.

By: H A Stoddart

H. A. Stoddart
Sr. Highway Engineer.

Photostat Reproduction and
5 BL prints
ordered 10/15/47

RECEIVED
OCT 15 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 17 1947
FOR FILING
F-141 (11)
2768

October 16, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2768, North Bend-Coos Bay Project on the Oregon Coast Highway, F-141 (11), from October 31, 1947 to October 31, 1948, to Porter W. Yett, contractor. Mr. Yett has requested this extension for the following reasons:

Shortage of labor; failure to obtain cement sufficient to carry on paving operations until September 15, 1947; shortage of railroad cars for the transportation of materials, and delays by various public utilities in removing and replacing their facilities.

I would recommend that this extension be granted without penalty.

Very truly yours,

W. C. Williams
Ass't State Highway Engineer

cc: H. G. Smith

RECEIVED
OCT 6 1947
FOR FILING

F-141 (11)

September 29, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the construction of three temporary connections and detours on the North Bend Coos Bay Section of the Oregon Coast Highway in Coos County, Contract No. 2768, in connection with Federal Aid Project No. F-141 (11).

This work is necessary for the provision of traffic during construction.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

DBP:cw

Encl.

RECEIVED
SEP 19 1947
FOR FILING

From Referenced to
Coast
Ltr
Deeds

F-141 (10)

September 4, 1947
Salem, Oregon

9902

Mr. J. H. Devers
Chief Counsel
Office

Attention: Mr. J. V. DeDevers

Attached hereto is a fully executed bargain and sale deed whereby the State Highway Commission conveys unto the Southern Pacific Company certain parcels of land on the North Bend-Coos Bay Section of The Oregon Coast Highway in Coos County.

Secretary

/w
Encl.

FORM S-30 25M 3-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 8, 1947

SUBJECT:

To: Memorandum to the State Highway Commission

Attached for your approval is a Bargain and Sale Deed by which the state conveys to the Southern Pacific Company certain parcels of land on the North Bend-Coos Bay Section of the Oregon Coast Highway.

This deed is prepared to fulfill the terms of an agreement dated December 26, 1945, by which the state agreed to furnish the railroad company certain property in exchange for property to be deeded to the state.

This job is now under construction and the contract, No. 2768, is held by Porter Yett and is scheduled for completion October 31, 1947. The job is on the Postwar Program, first year.

H. H. Heaney

Secretary

FAQ:dr
Enc.

cc - Floyd Query

RECEIVED
AUG 21 1947
FOR FILING

F-1-1(1)

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(52)

JOSEPH L. EGAN

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

1PRA149 DL PD=NORTHBEND ORG 6 1215P

17 AUG 8 PM 1 58

R W [redacted]

STATE HIGHWAY DEPT

22-
NOTED
State Highway Engineer

GRAVEL CARS ARE COMING SLOW WE NOW HAVE 16 OUT OF 30 CARS ORDERED= MR LESLIE CHIEF OF SP CAR DISTRIBUTION PORTLAND PROMISES 40 CARS FOR OUR SERVICE AND BETTER HANDLING= I BELIEVE WE WILL DO AS AGREED IN A FEW DAYS= WOULD LIKE TO HAVE YOU CHECK WITH HIM MR CHANDLER IS WORKING WITH US= WE ARE KEEPING HIM ADVISED OF RESULTS=

PORTER W YETT=

16 30 40 SP YETT=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
OCT 16 1947
FOR FILING

F-141 (W)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1947

SUBJECT: R 9902

To: Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Mr. Glaisyer:

Herewith I hand you for execution by the State Highway Commission deed conveying to Southern Pacific Company ten parcels of land between North Bend and Coos Bay.

This instrument has been prepared for execution in accordance with the agreement between the Highway Commission and Southern Pacific Company relative to the North Bend-Coos Bay Project.

Yours very truly,

J. M. DEVERS

By J. W. De Souza
J. W. DE SOUZA
Assistant Counsel

JWD:avh
Encl.

RECEIVED
OCT 16 1947
FOR FILING

F-141 (1)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1947

SUBJECT: R 9902

To: Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Mr. Glaisyer:

Herewith I hand you for execution by the State Highway Commission deed conveying to Southern Pacific Company ten parcels of land between North Bend and Coos Bay.

This instrument has been prepared for execution in accordance with the agreement between the Highway Commission and Southern Pacific Company relative to the North Bend-Coos Bay Project.

Yours very truly,

J. M. DEVERS

By J. W. De Souza
J. W. DE SOUZA
Assistant Counsel

JWD:avh
Encl.

RECEIVED
AUG 22 1947
FOR FILING

NOTED
State Highway Engineer

F-14(a)

July 21, 1947

Re: North Bend-Coos Bay

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. G. Smith

Gentlemen:

As per your suggestion we are giving you the details pertaining to the Southern Pacific Company's response on the cars for material delivery for Coos Supervisor Road Projects.

The Oregon Dredging Co., of Reedsport, Oregon, placed orders for twelve (12) cars on June 16th. No cars were received and on June 19th, Mr. Morris, Plant Superintendent, called a Mr. Wiley at Eugene and increased the order to 20 cars. Up to date only two cars have been received. Also Mr. Morris reports that after loading the cars out, the railroad frequently let them sit on the track for a full day before picking them up.

If it is possible for the Highway Department to help us get some action it will surely be appreciated.

Very truly yours,

PORTER V. [illegible]

By_____

PVV:AG

RECEIVED
JUN 1
FOR FILING

Given Referenced To
Adm.
Ore. State Hwy. Dept.
Gen.

Given Referenced To
Maint.
Drainage

June 18th, 1947

Mr. Harold M. Erickson, M. D.
State Health Officer
Oregon State Board of Health
Selmke-Walker Building
S. W. Eleventh and Salmon Streets
Portland 5, Oregon

Dear Dr. Erickson:

Reference is made to the letters from Mr. Eugene E. Fields and Mrs. Jack McNabb of Coos County relative to a condition which exists along the route of US #101 in the southern part of North Bend.

The State Highway Department is reconstructing this pavement on a new alignment but in general closely paralleling the existing roads. Most of the residences between the waterfront and the hill have been purchased by the Department but some houses were not disturbed by the new highway right of way.

The Weyerhaeuser Timber Company is preparing to build a large sawmill on the waterfront and as a start to their proceedings last fall leveled the ground and destroyed all the drainage outlets which originally served this property. In order to replace these drains the City has installed a large sewer leading to the bay, and the Highway Department proposes to extend and connect all their drains to this sewer. It is also probable that the Weyerhaeuser Timber Company in filling their property and consolidating the ground have entirely upset the natural drainage conditions which causes a much more saturated condition than in former years.

At any rate the contractor found it impossible to complete his sewerage operations after the heavy rains last fall but is starting work again next week, and I believe matters will be restored to normal in a short while.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith, Acting

HGS:AR

, Portland
, Vice-President,
, D.M.D., Second Vice-President,
E. BERMAN, B.S. (Pharm.), Corvallis
O. C. HAGMEIER, M.D., Seaside
C. E. HARDWICK, M.D., Hood River
CHARLES E. HUNT, M.D., Eugene
N. E. IRVINE, M.D., Lebanon
HAROLD M. ERICKSON, M.D., Portland
Secretary and State Health Officer

OREGON STATE BOARD OF HEALTH

Office of HAROLD M. ERICKSON, M.D., *Secretary and State Health Officer*
Address all Communications to the Secretary
Behnke-Walker Building, S. W. Eleventh and Salmon Streets
Telephone ATwater 9233
PORTLAND 5, OREGON

NOTED
H.G.S.H.

June 9, 1947

R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
319 State Office Building
Salem, Oregon

Dear Sir:

Attached herewith are copies of communications from Mr. Eugene C. Fields, Coos County Sanitarian and Mrs. Jack McNabb of North Bend, Oregon, which relates to a blocked sewer outlet in North Bend.

Since we are not familiar with the conditions surrounding this situation, we would appreciate it if you would furnish me with any information you may have concerning the State Highway Commission's interest in the matter.

Yours very truly,

Harold M. Erickson, M. D.
STATE HEALTH OFFICER

CME/ea

Encl.

JUN 11 1947

RECEIVED
JUN 11 1947
OREGON
STATE HIGHWAY COMMISSION

COPY

COOS COUNTY HEALTH DEPARTMENT
COURT HOUSE
COQUILLE, OREGON
May 28,1947

Harold M. Erickson, M. D., M.P.H.
State Health Officer
Oregon State Board of Health
1022 S. W. 11th Avenue
Portland 5, Oregon

Attention: Curtiss M. Everts, Jr., M.S.
Director, Sanitary Engineering.

Dear Mr. Everts:

Enclosed is a letter received from a property owner of North Bend, Oregon, complaining of their sewer outlet which has been blocked. This is a open ditch, which has been installed many years ago, that drains across the flats into Coos Bay.

The State Highway Department has let a contract for the tiling of this sewerage and is to be connected onto North Bend City sewerage. This contract was made several months ago but as yet the contractor has not come down yet to do the work.

I have contacted Mr. C. C. Gall, Resident Engineer, Oregon State Highway Commission, North Bend, Oregon, several times but each time he has informed me that they have been unable to get the contractor down here as yet.

This delay has caused Weyerhaeuser Timber Company a great deal of trouble in going ahead with their work. I might add that Weyerhaeuser has been most cooperative.

To give you a better background of the picture; sometime back the City Street Department, a crew from Weyerhaeuser, and men from the Highway Department met at an appointed date and were going to open up all of these ditches but at that time were so informed by a couple of the property owners that they could take care of it theirselves. Consequently, the unsatisfactory condition still exists. So you see there is really two sides to the problem.

Do you suppose you could contact the State Highway Department and urge them to get their contractor on the job? This insanitary condition has existed far too long. Will certainly appreciate anything you can do.

Sincerely,
COOS COUNTY HEALTH DEPT.

/s/ C. Eugene Fields

C. Eugene Fields
County Sanitarian

CEF:eh
Encl.
cc/ Mrs. Jack McNabb
2400 Stanton St.,
North Bend, Oregon

COPY

North Bend, Oregon
2400 Stanton St.
May 26th, 1947

Health Department Office,
Coquille, Oregon

Dear Sir:

We would like to have you come over to 2400 Stanton St., North Bend just across from where Weyerhaeuser is going to build his mill. All the sewers are stopped up, all the water is on the standstill or backs in our basement. My husband has opened up to the street and no water will go out. We have fought for five years for a sewer to be put in and now the state has the Contract and won't do anything. They closed all the drains and outlets last fall. It's awful, the water is knee deep in the winter and some have to wade to the outside toilets. There are eight houses, 8 toilets, 10 sinks, baths and showers, and all is stopped up. It's awful something has got to be done soon. There will be typhoid fever or something. Please can you come over and see what you can do to help us. There are eleven houses down here and we can't live here another winter under those conditions.

Please as soon as soon as you can. The ditches are open so you can see just how it is now.

Thank You.

Yours very truly,

/s/ Mrs. Jack McNabb

P.S.

If you come to Coos Bay, give us a ring to see if we are here. The first and second houses are ours, as you come in, you can see a yellow house with a red roof and a small house the same.

RECEIVED
JUL 29 1947
FOR FILING

F-141 (11)

June 18th, 1947

Mr. John G. Hillen
City Attorney
North Bend, Oregon

NOTED
State Highway Engineer

Dear Sir:

Mr. Porter Tutt, contractor on the North Bend-Coos Bay Section of US #101, has just returned from Coos Bay and advises me that he is organizing his crew and work will get under way next week. Of course the first work which he will do will be to connect up the drainage to your sewer and perform all incidental work preparatory to paving.

We have had considerable difficulty in securing concrete aggregate and cement for the pavement construction, but Mr. Tutt now informs me that the Reedsport gravel plant has been rehabilitated so that the aggregate will be available, and we recently had a conference with the Pacific Portland Cement Company who now have made definite commitments as to when cement can be furnished to the three contracts affecting Oregon. We will have another conference on July 10th, to be sure everything is working out according to schedule.

Unless something unforeseen develops, we feel that the pavement can be completed well before the fall rains.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith, Acting

HGS:AR

Office of
CITY RECORDER

CITY OF NORTH BEND

North Bend, Oregon

May 29, 1947

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:-

There are some eight ot ten families living on the West side of Stanton Avenue in North Bend, mostly between Oregon and Maryland Avenues and the sewer situation at present is intolerable because the old outlet across the Weyerhaueser property has been closed up. The city put in a new sewer on the line approximately between Weyerhaueser and Hillstrom Shipyards and the highway department through its contractor Mr. Yett is supposed to build under the highway and railroad to connect with the same and the complaining people would get drainage or surface water and sewerage through the same to the bay. For some reason the Highway Department and the contractor have not complied with the requirement and the result is the intolerable sewer and drainage situation.

I am informed that this situation has been called to the attention of the highway department through its local representatives and that the matter has been investigated by both the city and the county health departments and the reports are that immediate action should be taken to relieve the situation.

Will you kindly have your department have the contractor, if it is his obligation, to take steps to immediately relieve the situation.

Very truly yours,

John G. Mullen,

JGM:RS

CITY ATTORNEY.

RECEIVED
JUN 2 1947
STATE HIGHWAY COMMISSION

RECEIVED
JUN 3 1947
FOR FILING

F-141(11)

June 2, 1947

Mr. John O. Mallam
City Attorney
North Bend, Oregon

Dear Mr. Mallam:

I will make an immediate investigation of the subject matter of your letter of May 29 and will write you fully about it as soon as I have all the facts.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl
cc: H. G. Smith

Mr. Smith:
Please prepare the letter.

(Sewer and drainage situation -North Bend Coos Bay
Contract - Porter Yett)

RECEIVED
APR 19 19[illegible]
FOR FILING

Charge to the account of _____ $ _____ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER	X	NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG APR 18 1947

K D LYTLE

STATE HIGHWAY DEPT ROSEBURG ORG

RADIOED YOU TODAY TO SEND IN COOS BAY REVISION. ALSO PREPARE DESCRIPTION LAND WE ARE TO TRANSFER TO WEYERHAEUSER COMPANY AND COMPUTE ACREAGE AND HAVE HERE NOT LATER THAN MONDAY MORNING

R H BALDOCK

RECEIVED
MAY 15 1947
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

F-141-11

March 13, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-141(11)
North Bend- Coos Bay

Dear Sir:

Enclosed herewith is an executed copy of the agreement and certificate for your files of the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Canfield
Principal Highway Engineer

Encl.

RECEIVED
MAR 14 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

Form P R. 2

Oregon

Division 6

March 13, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-141(11)
North Bend- Coos Bay

Dear Sir:

Enclosed herewith is an executed copy of the agreement and certificate for your files of the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By:
L. J. Caufield
Principal Highway Engineer

Encl.

Form P. R. 2

State [redacted] WA8pr 7211

Federal Aid Project No. [redacted]

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of February, 1947

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of revised July, 19 22, a project statement, which was approved on the 10th day of August, 19 22, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section [redacted] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 19th day of November 19 46; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Two hundred ninety-three thousand and 00/100.

dollars ($ 293,000.00) as the share of the United States payable under said act on account of Section [redacted] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1929; Chap. 529, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 143+50 on Sherman Street North of Washington Avenue in North Bend and survey station 262+55 on Front Street, North, near its junction with North Broadway in Coos Bay, without exception,

, length 2.253 miles, in Coos County, being ~~South~~ ~~and~~ Oregon Federal Aid project No. F-141(11) consisting of 2.253 miles of roadway and no bridges, ~~and~~ of more than 20 feet clear span,

~~of U.S. Highway~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11370-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of Two hundred ninety-three thousand and 00/100 dollars ($293,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Five hundred four thousand seven hundred sixty-two and 60/100 dollars ($504,762.60), the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1929
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—1179-1

OF SAID PROJECT

the labor and materials which

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 12th day of March 1947

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
Secretary
(Title of officer)

By _____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS

By _____
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 10—11379

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. F-1(1)(11) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $504,762.60 as the total estimated cost of said project, and the sum of $293,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Oregon this 12th day of March one thousand nine hundred and forty-seven.

COMMISSIONER OF PUBLIC ROADS

By [redacted]

Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10130-1

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FEB 21 1947
FOR FILING
MONTANA
WASHINGTON
F-141 (11)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

February 4, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-141(11)
North Bend-Coos Bay Section
Oregon Coast Highway.

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Highway Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

encls.

RECEIVED
FEB 5 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 1 1947
FOR FILING

F-141 (11)

January 31, 1947

Mr. Porter W. Lee
6500 N. E. Ainsworth Street
Portland 13, Oregon

Dear Sir:

In compliance with the request contained in your letter of January 29 we are mailing you today, under separate cover, two sets of specifications covering the North Bend-Coos Bay Section in Coos County, Contract No. 2768.

Very truly yours,

R. H. [illegible]
State Highway Engineer

By

S. H. Probert
Office Engineer

MCW:EM

...EY POINT, OREGON — ...IPMENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE GArfield 4356 PORTLAND 13, OREGON

January 29, 1947

Mr. S.H. Probert, Office Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Will you please forward to us, two additional copies of specifications for our North Bend-Coos Bay Contract #2768.

We do not need additional plans or drawings of the job.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

Mailed 1/31/47 M

PWY/b

MONTANA
[redacted]
WASHINGTON

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DEC 3 1946
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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

F 141 (11)

October 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Please send us the usual copies of the executed agreement with the Southern Pacific Ry. Company covering encroachments and work to be performed on Oregon Project No. F-141(11), North Bend - Coos Bay section of the Oregon Coast Highway. Preparation of the project agreement will be delayed until these are received.

Very truly yours,

T. M. DAVIS
District Engineer

H. A. Stoddart

By H. A. STODDART
Senior Highway Engineer

RECEIVED
OCT 23 1946
OREGON
STATE HIGHWAY COMMISSION

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APR 3 1947
FOR FILING
F-141 (11)

September 27, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the North Bend-Coos Bay Section, Project No. F-141 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:CS

Encl.

Oregon State Highway Department

Federal Aid Project
No. F. 141 (11)

NORTH BEND-COOS BAY SECTION

OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 20, 1946

ENTIRE CITY OF NORTH BEND

52' Asphaltic Concrete Pavement (Sta. 143+50 to 145+50)

All Required		Clearing and Grubbing (2%)		$ 220.00
1,750	sq. yds.	Removal of Pavements and Walks	$ .50	875.00
800	lin. ft.	Removal of Curbs and Gutters	.15	120.00
3	only	Removal of Catch Basins	5.00	15.00
60	cu. yds.	Trench Excavation, Unclassified	3.00	180.00
1,300	cu. yds.	General Excavation, Unclassified	.40	520.00
8,000	yd. stas.	Short Overhaul	.02	160.00
300	C-yd. stas.	Long Overhaul	.45	135.00
.04	mile	Finishing Roadbed and Slopes	300.00	12.00
100	cu. yds.	Furnishing and Placing Topsoil	1.25	125.00
280	lin. ft.	8" Sewer Pipe	.60	168.00
90	lin. ft.	Pavement Cutting	.60	54.00
2	only	Concrete Catch Basins	40.00	80.00
1	only	Adjustments of Manholes	20.00	20.00
20	cu. yds.	Concrete Curb and Gutter	40.00	800.00
10	cu. yds.	Concrete Driveways	30.00	300.00
160	sq. yds.	Concrete Walks	2.50	400.00
90	lin. ft.	Expansion Joints in Concrete Walks	.04	3.60
32	cu. yds.	Concrete Traffic Islands	30.00	960.00
0.8	cu. yds.	Concrete Traffic Separators	40.00	32.00
3	only	Concrete Traffic Signal Pedestals	25.00	75.00
160	lin. ft.	3/4" Electrical Conduit	.40	64.00
70	lin. ft.	1" Electrical Conduit	.50	35.00
190	lin. ft.	1½" Electrical Conduit	.60	114.00
300	lin. ft.	1½" Electrical Conduit	.70	210.00
3	only	Metal Pull Boxes	10.00	30.00
All Required		Constructing Recesses for Traffic Control Markers (80%)		240.00
420	cu. yds.	3" - 0" Material in Base	3.00	1,260.00
130	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.25	422.50

10	cu. yds.	½" - 0" Material in Cushion Course	$ 3.85	$ 38.50
20	M-gals.	Sprinkling	2.00	40.00
500	tons	Class "B" Asphaltic Concrete	7.00	3,500.00
		Subtotal		$ 11,282.64
		10% Engr. & Cont.		1,128.26
		Total		$ 12,322.86
		Length	.037 mile	
		Cost per mile	$ 333,050.27	

54' Portland Concrete Pavement (Sta. 145+45 to 211+40)

All Required		Clearing and Grubbing (55%)		$ 6,050.00
9,600	sq. yds.	Removal of Pavement and Walks	$ .50	4,800.00
2,220	lin. ft.	Removal of Curbs and Gutters	.15	333.00
1	only	Removal of Manholes	15.00	15.00
4	only	Removal of Catch Basins	5.00	20.00
2,120	cu. yds.	Trench Excavation, Unclassified	3.00	6,360.00
108,600	cu. yds.	General Excavation, Unclassified	.40	43,440.00
340,000	yd. sta.	Short Overhaul	.02	10,000.00
11,720	C-yd. sta.	Long Overhaul	.45	5,274.00
3,000	lin. ft.	Rounding Cutbanks	.15	450.00
1.25	miles	Finishing Roadbed and Slopes	300.00	375.00
2,500	cu. yds.	Furnishing and Placing Topsoil	1.25	3,125.00
225	lin. ft.	12" Corr. Metal Pipe	1.60	360.00
20	lin. ft.	18" Corr. Metal Pipe	2.10	42.00
70	lin. ft.	24" Corr. Metal Pipe	3.00	210.00
40	lin. ft.	12" Extra Strength Corr. Metal Pipe	2.00	80.00
20	lin. ft.	18" Extra Strength Corr. Metal Pipe	2.50	50.00
40	lin. ft.	24" Extra Strength Corr. Metal Pipe	4.00	160.00
1,200	lin. ft.	8" Perforated Concrete Drain Pipe	.45	540.00
2,080	lin. ft.	8" Sewer Pipe	.60	1,248.00
590	lin. ft.	10" Sewer Pipe	.80	472.00
1,510	lin. ft.	12" Sewer Pipe	1.10	1,661.00
80	lin. ft.	18" Sewer Pipe	2.00	160.00
90	lin. ft.	Pavement Cutting	.60	54.00
3	only	Type "A" Concrete Manholes	200.00	600.00
2	only	Type "B" Concrete Manholes	75.00	150.00
44	only	Concrete Catch Basins	40.00	1,760.00
11	only	Adjustment of Manholes	20.00	220.00
1,050	cu. yds.	Broken Concrete Slope Protection	3.00	3,150.00
800	cu. yds.	Concrete Curb and Gutter	40.00	32,000.00
116	cu. yds.	Concrete Driveways	30.00	3,480.00
190	sq. yds.	Concrete Walks	2.50	475.00
160	lin. ft.	Expansion Joints in Concrete Walks	.04	6.40

58	cu. yds.	Concrete Traffic Islands	$ 30.00	$ 1,740.00
9.2	cu. yds.	Concrete Traffic Separators	40.00	368.00
3	only	Concrete Traffic Signal Pedestals	25.00	75.00
340	lin. ft.	3/4" Electrical Conduit	.40	136.00
90	lin. ft.	1" Electrical Conduit	.50	45.00
110	lin. ft.	1½" Electrical Conduit	.60	66.00
2	only	Metal Pull Boxes	10.00	20.00
All Required		Constructing Recesses for Traffic Control Markers (20%)		60.00
200	lin. ft.	Spring Bracket Guard Rail With Wood Posts	3.00	600.00
7.4	M-FBM	Lumber in Cradle and Casing Supports	80.00	592.00
178	cu. yds.	Class "A" Concrete in Cradles and Casings	30.00	5,340.00
3,000	lbs.	Metal Reinforcement	.06	180.00
110	cu. yds.	Rock or Gravel Backfill in Drains	3.00	330.00
12,000	cu. yds.	3" - 0" Material in Base	3.00	36,000.00
900	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.25	2,925.00
1,320	cu. yds.	½" - 0" Material in Cushion Course	3.25	4,290.00
600	M-gals.	Sprinkling	2.00	1,200.00
3,800	sq. yds.	7" Portland Cement Concrete Pavement	2.70	10,260.00
42,650	sq. yds.	8" Portland Cement Concrete Pavement	3.00	127,950.00
1,380	lin. ft.	3/4" x 8" Expansion Joints in Pavement	.11	151.80
220	lin. ft.	3/4" x 4" Expansion Joints in Pavement	.10	22.00
24,750	lin. ft.	Contraction Joints	.03	742.50
1,400	only	3/4" x 18" Dowels in Gutter and Pavement	.30	420.00
39,500	lbs.	Tie Bars	.05	1,975.00
750	tons	Class "B" Asphaltic Concrete	7.00	5,250.00
			Subtotal	$328,658.70
			10% Engr. & Cont.	32,865.87
			Total	$361,524.57
		Length	1.248 miles	
		Cost per mile	$289,683.14	

OUTSIDE CITIES

64' Portland Cement Concrete Pavement (Sta. 211+40 to 221+19)

All Required		Clearing and Grubbing (8%)		$ 880.00
2,030	sq. yds.	Removal of Pavement and Walks	$ .50	1,015.00

100	cu. yds.	Removal of Miscellaneous Concrete Structures	$ 4.00	$ 400.00
580	cu. yds.	Trench Excavation, Unclassified	3.00	1,740.00
3,200	cu. yds.	General Excavation, Unclassified	.40	1,280.00
7,800	yd. stns.	Short Overhaul	.02	156.00
440	C-yd. stns.	Long Overhaul	.45	198.00
0.18	mile	Finishing Roadbed and Slopes	300.00	54.00
15	lin. ft.	12" Corr. Metal Pipe	1.60	24.00
20	lin. ft.	12" Extra Strength Corr. Metal Pipe	2.00	40.00
100	lin. ft.	8" Sewer Pipe	.60	60.00
310	lin. ft.	10" Sewer Pipe	.80	248.00
3	only	Type "B" Manholes	75.00	225.00
5	only	Concrete Catch Basins	40.00	200.00
600	cu. yds.	Broken Concrete Slope Protection	3.00	1,800.00
130	cu. yds.	Concrete Curb and Gutter	40.00	5,200.00
12	cu. yds.	Concrete Driveways	30.00	360.00
1.2	M-FBM	Lumber in Cradle and Casing Supports	80.00	96.00
25	cu. yds.	Class "A" Concrete in Cradles and Casings	30.00	750.00
185	cu. yds.	Class "A" Concrete in Walls	30.00	5,550.00
19,000	lbs.	Metal Reinforcement	.06	1,140.00
1,900	lin. ft.	Furnish Untreated Piles	.35	665.00
82	only	Drive Piles	18.00	1,476.00
140	cu. yds.	Rock or Gravel Backfill in Drains	3.00	420.00
200	cu. yds.	Salvaging Surfacing Materials	1.50	300.00
2,700	cu. yds.	3" - 0" Materials in Base	3.00	8,100.00
370	cu. yds.	3/4" - 0" Materials in Base and Shoulders	3.25	1,202.50
190	cu. yds.	1" - 0" Materials in Cushion Course	3.25	617.50
120	M-gals.	Sprinkling	2.00	240.00
6,200	sq. yds.	8" Portland Cement Concrete Pavement	3.00	18,600.00
160	lin. ft.	3/4" x 8" Expansion Joints in Pavement	.11	17.60
3,800	lin. ft.	Contraction Joints	.03	114.00
140	only	3/4" x 18" Dowel Bars in Pavement	.30	42.00
5,800	lbs.	Tie Bars	.05	290.00
680	tons	Class "B" Asphaltic Concrete	7.00	4,760.00
			Subtotal	$ 58,269.60
			10% Engr. & Cont.	5,816.06
			Total	$ 64,086.66
		Length	.185 mile	
		Cost per mile	$346,414.37	

30' Portland Cement Concrete Pavement (Sta. 221+19 to 223+59)

All Required		Clearing and Grubbing (2%)		$ 220.00
500	sq. yds.	Removal of Pavement and Walks	$ .50	250.00
480	cu. yds.	General Excavation, Unclassified	.40	192.00
.04	mile	Finishing Roadbed and Slopes	300.00	12.00
1	only	Concrete Catch Basin	40.00	40.00
14	cu. yds.	Concrete Curb and Gutter	40.00	560.00
4	cu. yds.	Concrete Driveways	30.00	120.00
1.7	M-FBM	Treated Lumber in Place	150.00	255.00
600	sq. ft.	Asbestos Board in Place	.50	300.00
180	cu. yds.	3" - 0" Material in Base	3.00	540.00
10	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.25	32.50
20	cu. yds.	½" - 0" Material in Cushion Course	3.25	65.00
10	M-gals.	Sprinkling	2.00	20.00
750	sq. yds.	8" Portland Cement Concrete Pavement	3.00	2,250.00
10	lin. ft.	3/4" x 8" Expansion Joints in Pavement	.11	1.10
450	lin. ft.	Contraction Joints	.03	13.50
10	only	3/4" x 18" Dowels in Gutter and Pavement	.30	3.00
700	lbs.	Tie Bars	.05	35.00
10	tons	Class "B" Asphaltic Concrete	7.00	70.00
		Subtotal		$ 4,979.10
		10% Engr. & Cont.		497.91
		Total		$ 5,477.01
		Length	.044 mile	
		Cost per mile:	$124,477.50	

30' Asphaltic Concrete Pavement (Sta. 227+50 to 228+10)

All Required		Clearing and Grubbing (61%)		$ 110.00
70	cu. yds.	General Excavation, Unclassified	$ .40	28.00
.03	mile	Finishing Roadbed and Slopes	300.00	9.00
1	only	Concrete Catch Basins	40.00	40.00
4	cu. yds.	Concrete Curbs and Gutters	40.00	160.00
10	cu. yds.	Salvaging Surfacing Materials	1.50	15.00
60	cu. yds.	3" - 0" Materials in Base	3.00	180.00
10	cu. yds.	3/4" - 0" Materials in Base and Shoulders	3.25	32.50
10	cu. yds.	½" - 0" Materials in Cushion Course	3.25	32.50
2	M-gals.	Sprinkling	2.00	4.00
250	sq. yds.	7" Portland Cement Concrete Base	2.30	575.00

60	only	3/4" x 8" Dowel Pins in Curbs	$ .25	$ 15.00
110	tons	Class "B" Asphaltic Concrete	7.00	770.00
		Subtotal		$ 1,962.64
		10% Engr. & Cont.		196.22
		Total		$ 2,158.86
		Length	.038 mile	
		Cost per mile	$71,962.00	

INSIDE CITY OF COOS BAY

38' Asphaltic Concrete Pavement (Sta. 2[2]5+10 to 262+55)

All Required		Clearing and Grubbing (3%)		$ 3,410.00
120	sq. yds.	Removal of Pavement and Walks	$ .50	60.00
330	lin. ft.	Removal of Curbs and Gutters	.15	82.50
4	only	Removal of Catch Basins	5.00	20.00
400	cu. yds.	Trench Excavation, Unclassified	3.00	1,200.00
1,300	cu. yds.	General Excavation, Unclassified	.40	520.00
4,200	yd. stas.	Short Overhaul	.02	84.00
40	C-yd. stas.	Long Overhaul	.45	18.00
0.71	mile	Finishing Roadbed and Slopes	300.00	213.00
800	cu. yds.	Furnishing and Placing Topsoil	1.25	1,000.00
180	lin. ft.	18" Corr. Metal Pipe	2.10	378.00
80	lin. ft.	18" Extra Strength Corr. Metal Pipe	2.50	200.00
170	lin. ft.	8" Sewer Pipe	.60	102.00
280	lin. ft.	Pavement Cutting	.60	168.00
10	only	Concrete Catch Basins	40.00	400.00
180	cu. yds.	Concrete Curb and Gutter	40.00	7,200.00
18	cu. yds.	Concrete Driveways	30.00	540.00
1.3	M-FBM	Lumber in Cradle and Casing Supports	80.00	104.00
26	cu. yds.	Class "A" Concrete in Cradles and Casings	30.00	780.00
90	cu. yds.	Salvaging Surfacing Materials	1.50	135.00
1,300	cu. yds.	3" - 0" Material in Base	3.00	3,900.00
210	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.25	682.50
150	cu. yds.	1" - 0" Material in Cushion Course	3.25	487.50
46	M-gals.	Sprinkling	2.00	92.00
4,850	sq. yds.	7" Portland Cement Concrete Base	2.30	11,155.00
890	only	3/4" x 8" Dowel Pins in Curbs	.25	222.50
2,820	tons	Class "B" Asphaltic Concrete	7.00	19,740.00
		Subtotal		$ 52,894.00
		10% Engr. & Cont.		5,289.40
		Total		$ 58,183.40
		Length	.709 mile	
		Cost per mile	$82,064.03	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Inside North Bend			
32' A. C. Pavement	$ 12,322.86	$ 7,167.00	$ 5,155.86
64' P. C. Pavement	361,524.57	210,271.00	151,253.57
Outside Cities			
64' P. C. Pavement	64,086.66	37,274.00	26,812.66
30' P. C. Pavement	5,477.81	3,186.00	2,291.81
30' A. C. Pavement	2,168.10	1,261.00	907.10
Inside Coos Bay			
30' A. C. Pavement	58,183.48	33,841.00	24,342.48
	$503,762.60	$293,000.00	$210,762.60

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939
State Funds for Maintenance: Chap. 329, Laws 1939

Work to be Performed by Southern Pacific Company (Nonparticipating)

All Required	Adjustment of Telegraph Lines	$1,000.00

State Highway Department

Federal Aid Project
No. F-141 (11)

NORTH BEND-COOS BAY SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 21, 1945

INSIDE CITY OF NORTH BEND

52' Asphaltic Concrete Pavement (Sta. 143+50 to 145+50)

All Required		Clearing and Grubbing (2%)		$ 100.00
1,750	sq. yds.	Removal of Pavements and Walks	$ .50	875.00
800	lin. ft.	Removal of Curbs and Gutters	.30	240.00
3	only	Removal of Catch Basins	10.00	30.00
60	cu. yds.	Trench Excavation, Unclassified	2.00	120.00
1,300	cu. yds.	General Excavation, Unclassified	.40	520.00
8,000	yd. sta.	Short Overhaul	.015	120.00
300	C-yd.stas.	Long Overhaul	.40	120.00
.04	mile	Finishing Roadbed and Slopes	600.00	24.00
100	cu. yds.	Furnishing and Placing Topsoil	1.00	100.00
280	lin. ft.	8" Sewer Pipe	.80	224.00
90	lin. ft.	Pavement Cutting	1.00	90.00
2	only	Concrete Catch Basins	35.00	70.00
1	only	Adjustments of Manholes	25.00	25.00
20	cu. yds.	Concrete Curb and Gutter	35.00	700.00
10	cu. yds.	Concrete Driveways	35.00	350.00
160	sq. yds.	Concrete Walks	2.00	320.00
90	lin. ft.	Expansion Joints in Concrete Walks	.10	9.00
32	cu. yds.	Concrete Traffic Islands	35.00	1,120.00
0.8	cu. yds.	Concrete Traffic Separators	35.00	28.00
3	only	Concrete Traffic Signal Pedestals	40.00	120.00
160	lin. ft.	3/4" Electrical Conduit	.50	80.00
98	lin. ft.	1" Electrical Conduit	.75	73.50
190	lin. ft.	1½" Electrical Conduit	1.00	190.00
300	lin. ft.	1¼" Electrical Conduit	1.25	375.00
3	only	Metal Pull Boxes	15.00	45.00
All Required		Constructing Recesses for Traffic Control Markers (80%)		240.00
420	cu. yds.	3" - 0" Material in Base	3.00	1,260.00
130	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	455.00

10	cu. yds.	¼" - 6" Material in Cushion Course	$ 3.50	$ 35.00
20	M-gals.	Sprinkling	2.00	40.00
500	tons	Class "B" Asphaltic Concrete	7.50	3,750.00
		Subtotal		$ 11,827.50
		10% Engr. & Cont.		1,182.75
		Total		$ 13,010.25
		Length	.037 mile	
		Cost per mile	$ 351,628.37	

54' Portland Concrete Pavement (Sta. 14*45 to 21*40)

All Required		Clearing and Grubbing (5%)		$ 2,750.00
9,600	sq. yds.	Removal of Pavement and Walks	$ .50	4,800.00
2,220	lin. ft.	Removal of Curbs and Gutters	.30	666.00
1	only	Removal of Manholes	25.00	25.00
4	only	Removal of Catch Basins	10.00	40.00
2,120	cu. yds.	Trench Excavation, Unclassified	2.00	4,240.00
108,600	cu. yds.	General Excavation, Unclassified	.40	43,440.00
340,000	yd. sta.	Short Overhaul	.015	5,100.00
11,720	C-yd.sta.	Long Overhaul	.40	4,688.00
3,000	lin. ft.	Rounding Cutbanks	.10	300.00
1.25	miles	Finishing Roadbed and Slopes	600.00	750.00
2,500	cu. yds.	Furnishing and Placing Topsoil	1.00	2,500.00
225	lin. ft.	12" Corr. Metal Pipe	2.00	450.00
20	lin. ft.	18" Corr. Metal Pipe	3.00	60.00
70	lin. ft.	24" Corr. Metal Pipe	4.50	315.00
40	lin. ft.	12" Extra Strength Corr. Metal Pipe	2.25	90.00
20	lin. ft.	18" Extra Strength Corr. Metal Pipe	3.25	65.00
40	lin. ft.	24" Extra Strength Corr. Metal Pipe	5.00	200.00
1,200	lin. ft.	8" Perforated Concrete Drain Pipe	1.00	1,200.00
2,080	lin. ft.	8" Sewer Pipe	.80	1,664.00
790	lin. ft.	10" Sewer Pipe	1.25	737.50
1,810	lin. ft.	12" Sewer Pipe	1.50	2,265.00
80	lin. ft.	18" Sewer Pipe	2.50	200.00
90	lin. ft.	Pavement Cutting	1.00	90.00
3	only	Type "A" Concrete Manholes	150.00	450.00
2	only	Type "B" Concrete Manholes	100.00	200.00
44	only	Concrete Catch Basins	35.00	1,540.00
11	only	Adjustment of Manholes	25.00	275.00
1,050	cu. yds.	Broken Concrete Slope Protection	4.00	4,200.00
800	cu. yds.	Concrete Curb and Gutter	35.00	28,000.00
116	cu. yds.	Concrete Driveways	35.00	4,060.00
190	sq. yds.	Concrete Walks	2.00	380.00
160	lin. ft.	Expansion Joints in Concrete Walks	.10	16.00

58	cu. yds.	Concrete Traffic Islands	$ 35.00	$ 2,030.00
9.2	cu. yds.	Concrete Traffic Separators	35.00	322.00
3	only	Concrete Traffic Signal Pedestals	40.00	120.00
340	lin. ft.	3/4" Electrical Conduit	.50	170.00
90	lin. ft.	1" Electrical Conduit	.75	67.50
110	lin. ft.	1½" Electrical Conduit	1.00	110.00
2	only	Metal Pull Boxes	15.00	30.00
All Required		Constructing Recesses for Traffic Control Markers (20%)		60.00
200	lin. ft.	Spring Bracket Guard Rail With Steel Posts	2.00	400.00
7.4	M-FBM	Lumber in Cradle and Casing Supports	80.00	592.00
178	cu. yds.	Class "A" Concrete in Cradles and Casings	35.00	6,230.00
3,000	lbs.	Metal Reinforcement	.07	210.00
110	cu. yds.	Rock or Gravel Backfill in Drains	3.50	385.00
12,000	cu. yds.	3" - 0" Material in Base	3.00	36,000.00
900	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	3,150.00
1,320	cu. yds.	½" - 0" Material in Cushion Course	3.50	4,620.00
600	M-gals.	Sprinkling	2.00	1,200.00
3,800	sq. yds.	7" Portland Cement Concrete Pavement	2.00	7,600.00
42,650	sq. yds.	8" Portland Cement Concrete Pavement	2.25	95,962.50
1,380	lin. ft.	3/4" x 8" Expansion Joints in Pavement	.20	276.00
220	lin. ft.	3/4" x 4" Expansion Joints in Pavement	.15	33.00
24,750	lin. ft.	Contraction Joints	.05	1,237.50
1,400	only	3/4" x18" Dowels in Gutter and Pavement	.30	420.00
39,500	lbs.	Tie Bars	.07	2,765.00
750	tons	Class "B" Asphaltic Concrete	7.50	5,625.00
				$288,372.00

Work by Southern Pacific Company

All Required	Adjustment of Telegraph Lines (6%)		630.00
		Subtotal	$289,002.00
		10% Engr. & Cont.	28,922.20
		Total	$317,924.20
	Length	1.248 miles	
	Cost per mile	$254,746.95	

[illegible] SECTION

54' Portland Cement Concrete Pavement (Sta. 271+48 to 272+19)

All Required		Clearing and Grubbing (8%)		$ 400.00
2,030	sq. yds.	Removal of Pavement and Walks	$ .90	1,815.00
100	cu. yds.	Removal of Miscellaneous Concrete Structures	10.00	1,000.00
580	cu. yds.	Trench Excavation, Unclassified	2.00	1,160.00
3,200	cu. yds.	General Excavation, Unclassified	.40	1,280.00
7,800	yd. stas.	Short Overhaul	.015	117.00
440	C-yd.stas.	Long Overhaul	.40	176.00
0.18	mile	Finishing Roadbed and Slopes	600.00	108.00
15	lin. ft.	12" Corr. Metal Pipe	2.00	30.00
20	lin. ft.	12" Extra Strength Corr. Metal Pipe	2.25	45.00
100	lin. ft.	6" Sewer Pipe	.80	80.00
318	lin. ft.	10" Sewer Pipe	1.25	397.50
3	only	Type "F" Manholes	100.00	300.00
3	only	Concrete Catch Basins	55.00	165.00
600	sq. yds.	Broken Concrete Slope Protection	4.00	2,400.00
130	cu. yds.	Concrete Curb and Gutter	35.00	4,550.00
12	cu. yds.	Concrete Driveways	35.00	420.00
1.2	M-FBM	Lumber in Cradle and Casing Supports	80.00	96.00
25	cu. yds.	Class "A" Concrete in Cradles and Casings	35.00	875.00
185	cu. yds.	Class "A" Concrete in Walls	35.00	6,475.00
19,000	lbs.	Metal Reinforcement	.07	1,330.00
1,900	lin. ft.	Furnish Untreated Piles	.50	950.00
82	only	Drive Piles	20.00	1,640.00
140	cu. yds.	Rock or Gravel in Drains	3.50	490.00
200	cu. yds.	Salvaging Surfacing Materials	1.00	200.00
2,700	cu. yds.	3" - 0" Materials in Base	3.00	8,100.00
370	cu. yds.	3/4" - 3" Materials in Base and Shoulders	3.50	1,295.00
190	cu. yds.	3/4" - 3" Materials in Cushion Course Asphaltic Con	3.50	665.00
120	M-gals.	Sprinkling	2.00	240.00
6,200	sq. yds.	8" Portland Cement Concrete Pavement	2.25	13,950.00
160	lin. ft.	3/4" x 8" Expansion Joints in Pavement	.20	32.00
3,800	lin. ft.	Contraction Joints	.05	190.00
140	only	3/4" x 18" Dowel Bars in Pavement	.30	42.00
5,800	lbs.	Tie Bars	.07	406.00
680	tons	Class "B" Asphaltic Concrete	7.50	5,100.00
				$ 53,719.50

Work Performed by Southern Pacific Company

All Required		Adjustment of Telegraph Lines (2%)		$ [illegible]
		Subtotal		$ 55,999.50
		10% Engr. & Cont.		5,999.95
		Total		$ 61,999.45
		Length	.185 mile	
		Cost per mile	$352,970.00	

32' Portland Cement Concrete Pavement (Sta. 221+19 to 223+40)

All Required		Clearing and Grubbing (2%)		$ 100.00
300	sq. yds.	Removal of Pavement and Walks	$ .90	270.00
480	cu. yds.	General Excavation, Unclassified	.40	192.00
.04	mile	Finishing Roadbed and Slopes	600.00	24.00
1	only	Concrete Catch Basin	35.00	35.00
14	cu. yds.	Concrete Curb and Gutter	35.00	490.00
4	cu. yds.	Concrete Driveways	35.00	140.00
1.7	M-FBM	Treated Lumber in Place	150.00	255.00
600	sq. ft.	Asbestos Board in Place	.45	270.00
180	cu. yds.	3" - 0" Material in Base	3.00	540.00
10	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	35.00
20	cu. yds.	1/4" - 0" Material in Cushion Course	3.50	70.00
10	M-gals.	Sprinkling	2.00	20.00
750	sq. yds.	8" Portland Cement Concrete Pavement	2.25	1,687.50
10	lin. ft.	3/4" x 8" Expansion Joints in Pavement	.20	2.00
450	lin. ft.	Contraction Joints	.05	22.50
10	only	3/4" x 18" Dowels in Gutter and Pavement	.30	3.00
700	lbs.	Tie Bars	.07	49.00
10	tons	Class "B" Asphaltic Concrete	7.90	79.00
				$ 4,260.00

Work Performed by Southern Pacific Company

All Required	Adjustment of Telegraph Lines (7%)		70.00
	Subtotal		$ 4,330.00
	10% Engr. & Cont.		433.00
	Total		$ 4,763.00
	Length	.044 mile	
	Cost per mile	$108,250.00	

30' Asphaltic Concrete Pavement (Sta. 223+50 to 225+10)

All Required		Clearing and Grubbing (01%)		$ 50.00
70	cu. yds.	General Excavation, Unclassified	$ .40	28.00
.03	mile	Finishing Roadbed and Slopes	600.00	18.00
1	only	Concrete Catch Basins	35.00	35.00
4	cu. yds.	Concrete Curbs and Gutters	35.00	140.00
10	cu. yds.	Salvaging Surfacing Materials	1.00	10.00
60	cu. yds.	3" - 0" Materials in Base	3.00	180.00
10	cu. yds.	3/4" - 0" Materials in Base and Shoulders	3.50	35.00
10	cu. yds.	1/4" - 0" Material in Cushion Course	3.50	35.00
2	M-gals.	Sprinkling	2.00	4.00
250	sq. yds.	7" Portland Cement Concrete Base	1.90	475.00
60	only	3/4" x 8" Dowel Pins in Curbs	.20	12.00
110	tons	Class "D" Asphaltic Concrete	7.50	825.00
		Subtotal		$ 1,847.00
		10% Engr. & Cont.		184.70
		Total		$ 2,031.70
		Length	.030 mile	
		Cost per mile	$67,723.33	

INSIDE CITY OF COOS BAY

32' Asphaltic Concrete Pavement (Sta. 225+10 to 262+55)

All Required		Clearing and Grubbing (3%)		$ 1,550.00
120	sq. yds.	Removal of Pavement and Walks	$ .50	60.00
330	lin. ft.	Removal of Curbs and Gutters	.30	165.00
4	only	Removal of Catch Basins	10.00	40.00
400	cu. yds.	Trench Excavation, Unclassified	2.00	800.00
1,300	cu. yds.	General Excavation, Unclassified	.40	520.00
4,200	yd. stas.	Short Overhaul	.015	63.00
40	C-yd. stas.	Long Overhaul	.40	16.00
0.71	mile	Finishing Roadbed and Slopes	600.00	426.00
800	cu. yds.	Furnishing and Placing Topsoil	1.00	800.00
180	lin. ft.	18" Corr. Metal Pipe	3.00	540.00
80	lin. ft.	18" Extra Strength Corr. Metal Pipe	3.25	260.00
170	lin. ft.	8" Sewer Pipe	.80	136.00
280	lin. ft.	Pavement Cutting	1.00	280.00
10	only	Concrete Catch Basins	35.00	350.00
180	cu. yds.	Concrete Curb and Gutter	35.00	6,300.00
18	cu. yds.	Concrete Driveways	35.00	630.00
1.3	M-FBM	Lumber in Cradle and Casing Supports	80.00	104.00
26	cu. yds.	Class "A" Concrete in Cradles and Casings	35.00	910.00
90	cu. yds.	Salvaging Surfacing Materials	1.00	90.00

1,300	cu. yds.	3" - 0" Material in Base	$ 3.00	$ 3,900.00
210	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	735.00
150	cu. yds.	1" - 0" Material in Cushion Course	3.50	525.00
46	M-gals.	Sprinkling	2.00	92.00
4,850	sq. yds.	7" Portland Cement Concrete Base	1.90	9,215.00
890	only	3/4" x 8" Dowel Pins in Curb	.20	178.00
2,850	tons	Class "B" Asphaltic Concrete	7.50	21,150.00
			Subtotal	$ 45,895.00
			10% Engr. & Cont.	4,923.50
			Total	$ 54,818.50
		Length	.709 mile	
		Cost per mile	$77,318.05	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Inside North Road			
52' A. C. Pavement	$ 13,010.25	$ 7,735.00	$ 5,275.25
64' P. C. Pavement	317,924.20	189,012.00	128,912.20
Outside Skiley			
64' P. C. Pavement	61,509.45	36,682.00	24,977.45
30' P. C. Pavement	4,763.00	2,832.00	1,931.00
30' A. C. Pavement	2,031.70	1,208.00	823.70
Inside Coos Bay			
30' A. C. Pavement	54,818.50	32,731.00	22,227.70
	$454,147.10	$270,000.00	$184,147.10

NORTH BEND-COOS BAY SECTION

PROJECT NO. F-141 (11)

While negotiations for rights of way are in progress, two parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within twenty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 21, 1945

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

November 28, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-141(11), North Bend-Coos Bay Section of Oregon Coast Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending advice that right-of-entry has been obtained with respect to rights-of-way not acquired, also concurrence will be withheld pending approval of the program change, which has been recommended for approval. Wire advice of the Commissioner's action is anticipated prior to the opening of bids.

Our recommendation for approval is subject to the condition that the paragraph on alterations in details of construction in the Special Provisions will not apply insofar as Federal funds are concerned.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 1 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 2 1946
FOR FILING

F-141-11

September 27, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the North Bend-Coos Bay Section, Project No. F-141 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

RECEIVED
SEP 13 1946
FOR FILING

F-141-11

September 10, 1946

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Room 251 Union Station
Portland 9, Oregon

Dear Sir:

I am advised that the Coos Bay Dredging Company, contractor on the North Bend-Coos Bay Section of the Oregon Coast Highway, was unable to get cars for the transportation of gravel from its plant on the Coquille River to North Bend.

In order to finish the job early next spring, the contractor expects to do everything except the actual paving of the highway during the winter months, placing the subgrade reinforcement, curbs and ballast immediately. Inasmuch as this is in the nature of a joint project between the highway and the railroad, and the road is highly necessary to the new industries being established along the waterfront, I am requesting that you take the same steps to obtain cars for the contractor as if the project were under your supervision.

Will you kindly advise what you can do in the matter?

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. K. D. Lytle

RECEIVED
AUG 29 1946
FOR FILING

Division 5

F-1411-11

August 22, 1946.

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Department
Salem, Oregon

Dear Sir:

We are advised that Price Agreement 2 for Oregon Project No. F-141(11), the North Bend - Coos Bay Section of the Oregon Coast Highway, cannot be approved for Federal participation because it appears that the proposed work is new construction and not a replacement of facilities disturbed by the highway construction.

We agree that it would be better to do the work now before paving the highway, but the advantage is chiefly to the city, which would have to incur greater expense to do the work later. It does not appear to be a highway appurtenance or in any way a proper charge against Federal funds. It is believed that the presentation of the facts involved precludes the possibility of Federal participation.

Very truly yours,

T. H. DAVIS
District Engineer.

By:

H. A. STODDART
Sr. Highway Engineer.

RECEIVED
AUG 26 1946
FOR FILING

F-141 (11)

August 16, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your request by telephone for more detailed explanation of the work proposed to be done under Price Agreement No. 2 applicable to Contract No. 2768 on the North Bend-Coos Bay Project, F-141 (11).

The trunk sewer referred to is an existing sanitary sewer. Unless laterals are constructed from it now, future connections to the sewer from the west will require cutting and patching of the new concrete pavement.

The 8" and 12" laterials are at street intersections and are to provide connections for street sewers serving several blocks. The 6" laterials are located one to each block, their purpose being to provide service for the inside lots fronting on the new highway.

The City refuses to recognize any obligation to install the laterals, so if they are to be installed they must be installed by the State and the Federal Government. In our opinion, their installation is justified.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

RECEIVED
APR 1 1946
FOR FILING

F-141(11)

August 16, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your request by telephone for more detailed explanation of the work proposed to be done under Price Agreement No. 2 applicable to Contract No. 2768 on the North Bend-Coos Bay Project, F-141 (11).

The trunk sewer referred to is an existing sanitary sewer. Unless laterals are constructed from it now, future connections to the sewer from the west will require cutting and patching of the new concrete pavement.

The 8" and 12" laterials are at street intersections and are to provide connections for street sewers serving several blocks. The 6" laterials are located one to each block, their purpose being to provide service for the inside lots fronting on the new highway.

The City refuses to recognize any obligation to install the laterals, so if they are to be installed they must be installed by the State and the Federal Government. In our opinion, their installation is justified.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

RECEIVED
AUG 9 1946
FOR FILING

E-141-11

August 5, 1946

Mr. T. E. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 2, covering the installation of 6-inch, 8-inch and 12-inch sewer pipe laterals from the trunk sewer line on the North Bend-Coos Bay Section of the Oregon Coast Highway in Coos County, Contract No. 2768, in connection with Federal Aid Project No. F-141 (11).

Our engineer informs us that while he has listed all pipes to be placed in cradles he believes that after the excavation is performed that some of the cradles may be eliminated.

Very truly yours,

R. H. Baldock
State Highway Engineer

JR:GS
Encl.

RECEIVED
JUL 31 1946
FOR FILING

F-191411

July 30, 1946

#4214

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

(Your file GMO-21857)

Dear Sir:

In regard to the question of subsidence between North Bend and Coos Bay on the newly constructed grade prepared for your railroad, we are using the same degree of care in constructing your fill as we would were our own highway located in a similar position, and I see no reason to anticipate an unusual degree of settlement, but if you have anything further to request we will gladly give it consideration.

I am unwilling, however, to be involved with the maintenance of your facilities in the new location, since you definitely agreed to do this under the terms of our contract. Hitherto you have been occupying a public street which was badly needed by the public for highway purposes. Portions of your franchise were about to expire, and you had already entered into negotiations for the renewal of these franchises which could not be granted under previous conditions. Under the agreement with the State, I feel that you have accomplished a great deal toward securing an uncontested right of way, so I do not think the State is in any way obligated to assume the maintenance for the minor settlements which may take place.

We expect to do as good a job with regard to the settlement as conditions permit, and I feel that that was all that was anticipated under the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

RECORD OF ASSIGNMENT

4214

DESCRIPTION: Letter from Southern Pacific Company dated July 25 in regard to relocation of our tract between North Bend

DATE: Coos Bay. 7-29-46 ASSIGNED TO: H. G. Smith

FOR
(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
(----------
X Please prepare answer.

REPORT RECEIVED:

R. D. 7-29-46

REMARKS:

O.V.

S-2000

IN REPLY PLEASE REFER TO

GMO-21857

RECEIVED
JUL 29 1946
OFFICE OF

Referring to agreement between State or Oregon and this company covering the relocation of our track between North Bend and Coos Bay.

Would like to direct your attention to paragraph 15. This paragraph states that after completion of the project, our company will be responsible for the maintenance of our facilities in the new location. The new grade to be constructed in the vicinity of the south city limits of North Bend and north from the Standard Oil Company dock will be mainly on the tide flat. The mud is deep and unstable and when a fill is placed upon it, considerable subsidence can be expected. Possible extent of this subsidence is difficult to determine but we would like some provision to take care of this project.

We would appreciate your views on this matter.

Yours truly,

RECEIVED
JUL 27 1946
OREGON
STATE HIGHWAY COMMISSION

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO
GMO-21857

L. P. HOPKINS,
SUPERINTENDENT

July 25, 1946

RECEIVED
JUL 26 1946
OFFICE OF

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock

Dear Sir:

Referring to agreement between State or Oregon and this company covering the relocation of our track between North Bend and Coos Bay.

Would like to direct your attention to paragraph 15. This paragraph states that after completion of the project, our company will be responsible for the maintenance of our facilities in the new location. The new grade to be constructed in the vicinity of the south city limits of North Bend and north from the Standard Oil Company dock will be mainly on the tide flat. The mud is deep and unstable and when a fill is placed upon it, considerable subsidence can be expected. Possible extent of this subsidence is difficult to determine but we would like some provision to take care of this project.

We would appreciate your views on this matter.

Yours truly,

RECEIVED
JUL 27 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 5 1946
FOR FILING

F 141-11

July 3, 1946

Mr. C. P. Norton
General Plant Superintendent
Western Union Telegraph Company
San Francisco, California

Dear Sir:

This is your authorization to bill the Oregon State Highway Commission for such changes in the line of the Western Union Telegraph Company as are made necessary by the reconstruction of the North Bend-Coos Bay Section of the Oregon Coast Highway. These are set forth in detail in your letter of May 8, 1946, as follows:

Part 1	$ 440
Part 2	1,606
	$2,046

The contractor just started work, and it is impossible to advise you at this time when you can relocate your pole line. It may be necessary for you to make some temporary readjustment of one or more poles during the construction operations, and I would appreciate it if you would advise your local lineman to keep in touch with the situation and do such work as is necessary to further the contractor's operations.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

RECEIVED
JUN 28 1946
FOR FILING

F 141-11

June 6, 1946

Standard Oil Company of California
P.O. Box 950
Portland 7, Oregon

Attention: Mr. E. V. Burns, District Manager

Gentlemen:

I have before me your recent letter of June 3 in the matter of access facilities at your Coos Bay Plant.

In the light of circumstances set forth in your letter and further consideration given the problem, wish to state that I have on this date given instructions to provide a fifty foot opening in the raised median strip opposite the existing southerly access drive to your plant.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB/FEC:lim

cc: H. G. Smith
K. D. Lytle
F. B. Crandall

Note: Make this a fifty foot opening in the median strip opposite Standard Oil southerly access drive and at Sta. 219 + 80. Necessary conduit and Benjamin Light Units to be provided as per other openings in median island.

R.H.B.

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
E. V. BURNS
DISTRICT MANAGER
T. F. GUNN
E. W. HOLSTAD
G. O. MACAULAY
ASSISTANT DISTRICT MANAGERS
F. J. WAYMIRE
ASSISTANT TO THE DISTRICT MANAGER

OFFICE
10TH FLOOR PACIFIC BLDG.
520 S. W. YAMHILL STREET
P. O. BOX 960

PORTLAND 7, OREGON

June 3, 1946

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Attention: Mr. R. H. Baldock
State Highway Engineer

Referring to your letter of May 11:

We have loaded commercial truck and trailer transports and other transports at our Coos Bay Plant for delivery to points both north and south of Coos Bay for a number of years, and our distribution program calls for a continuance of this system.

We are, as you state, very much interested in accident prevention and have in effect a vigorous Safety Program; a large part of which is concerned with the prevention of motor vehicle accidents. We are very much concerned in anything which will decrease the hazards of highway driving. It was not our intention to register objection to the location of the parting strip in front of our plant, but to call attention to a condition which we felt constituted a serious hazard. This condition refers to south-bound movements of trucks and transports coming into our plant from the north and unable to turn in the plant due to the restriction in our yard space, resulting from the highway and railroad changes.

We do not wish to seem unreasonable in this matter, and we certainly do not wish to set an undesirable precedent. We believe your records will show that we have made every effort to cooperate with you in the matter of the highway changes at this point.

We feel certain that the opening in the parting strip at our south entrance will lessen the hazard of our truck and transport movements. We hope that after further reviewing this situation, you will agree with us in our conclusions.

Very truly yours,

STANDARD OIL COMPANY OF CALIFORNIA

E. V. BURNS
District Manager

By [signature]

THB:LM

RECEIVED
JUN 5 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 16 1946
FOR FILING
F 141-11

May 11, 1946

Standard Oil Company of California
P. O. Box 950
Portland 7, Oregon

Attention: Mr. E. V. Burns, District Manager

Gentlemen:

In regard to the openings through the parting strip in front of your plant at Coos Bay, if you propose to load truck and trailer units at the plant we will arrange for an opening through the raised median strip at your south gate, but it was my understanding that your plant was not used for that purpose and that there was very little likelihood of such an operation taking place in the near future. Please advise.

I know that the major oil companies, who derive the bulk of their revenue from the highways, are particularly interested in highway safety. The death toll is increasing at such an alarming rate that all parties concerned should do everything possible to stop it. It would seem proper that the people deriving their living from the highways should be willing to make the greatest sacrifices. However, that is not always the case. Roadside businesses of all types are registering constant objection to almost everything the Department tries to do toward highway safety.

We advocate the raised median barrier to prevent crossing in front of opposing traffic between intersections, which is one of the most prolific sources of highway accidents. We have likewise endeavored to limit the access to roadside properties to 25 feet in width in order to afford safety to the pedestrians. Practically every owner-operator who has built a station in recent years has violently objected to any restriction of his paving the entire front of his property and has done everything possible to violate the standards adopted.

I feel that the raised median strip is the answer to head-on and side-swiping collisions and it will eliminate a large proportion of highway accidents and greatly speed up travel. We have designed the Coos Bay-North Bend Section with very few openings in the parting strip, and I presume that nearly every property owner adjacent to the route will find reasons why it is necessary for him to have some special consideration.

I think it will be a rather bad precedent if the Standard Oil Company insists upon having this opening without adequate reason. If you

see the logic of my arguments and feel that you can get along without the south opening, I think it will materially assist us in keeping the rest of this median barrier unbroken, but, if you are sure that you are going to operate truck and trailer units, there would seem to be no alternative but to open it.

Very truly yours,

R. H. Baldock
State Highway Engineer

[redacted]HI
cc Mr. J. M. Devers
Mr. H. O. Smith

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
E. V. BURNS
DISTRICT MANAGER
T. F. GUNN
E. W. HOLSTAD
G. O. MACAULAY
ASSISTANT DISTRICT MANAGERS
F. J. WAYMIRE
ASSISTANT TO THE DISTRICT MANAGER

OFFICE
10TH FLOOR PACIFIC BLDG.
520 S. W. YAMHILL STREET
P. O. BOX 950

PORTLAND 7, OREGON

May 8, 1946

SALE OF PROPERTY, COOS BAY
HIGHWAY CHANGES

Mr. C. B. McCullough,
Assistant State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

We have your letter of April 4 and note the report made by your Construction Engineer, Mr. H. G. Smith.

As you know, the highway changes will necessitate a drastic reduction in our plant yard area, and this yard area will be too small to permit large trucks, or truck and trailer units, turning in the yard. In the cases described by Mr. Smith in his report, it would be possible to operate through the plant without a reversal of direction, but it is quite possible that in our operations, a truck coming into the plant from North Bend and loading at the plant would proceed to Coos Bay, in which case they would have to come out at the south entrance, make a right angle turn, go north to the parting strip, make a left turn to enter the south bound lane and proceed to Coos Bay. This awkward and hazardous operation would be avoided if there were an opening in the parting strip opposite each of our plant entrances.

We would be interested in having your further comments on this situation.

Very truly yours,

STANDARD OIL COMPANY OF CALIFORNIA

E. V. BURNS
District Manager

By [signature]

THB:LM

RECEIVED
MAY 9 1946
COMMISSION

RECEIVED
APR 10 1946
FOR FILING

F 141 - 11

April 4, 1946

Mr. E. V. Burns, District Manager
Standard Oil Company of California
P. O. Box 950
820 S. W. Yamhill Street
Portland 7, Oregon

Dear Sir:

Reference is made to your communication of March 22, which was addressed to the attention of Mr. J. M. Devers, Chief Counsel for the State Highway Commission, concerning the relation of the new highway near Coos Bay to your plant.

This matter was referred to our Construction Engineer, Mr. H. G. Smith, and he recently made an investigation and furnished us with his report, which reads in part as follows:

> "Our agreement with the Standard Oil Company provides for an entrance and an exit to their plant and has nothing to do with the raised parting strip between the north- and southbound traffic on the highway, which may be modified from time to time as is deemed necessary.
>
> In this instance Mr. Baldock and Mr. Crandall have decided upon a raised parting strip all along the project, with only a few openings. Therefore, to gain entrance to a considerable portion of the property, it will be necessary to go to one of these openings and make a U-turn, and traffic will not be permitted to turn across the lane of traffic into the property.
>
> The Standard Oil Company is more adequately served than the other properties, as they have two entrances. Trucks coming from Coos Bay will enter the south entrance, and if they wish to return to Coos Bay, they will go out the north entrance and across the parting strip. If they are coming from North Bend they will enter the north entrance, and if they wish to return to North Bend, they will come out the south entrance."

We trust that the above report by Mr. Smith will furnish you with the information you desire.

Very truly yours,

C. H. McCullough
Assistant State Highway Engineer

JM:EM

Jim: —

Will you please answer Mr Burns either quoting or sending a copy of Smiths letter -

COMMISSION

IDENCE

.....

.....

Dear Sir:

In regard to the number of cuts in the safety island in front of the Standard Oil Company at Coos Bay.

Our agreement with the Standard Oil Company provides for an entrance and an exit to their plant and has nothing to do with the raised parting strip between the north- and south-bound lanes. Our right of way agreements to not cover the control of traffic on the highway, which may be modified from time to time as is deemed necessary.

In this instance Mr. Baldock and Mr. Crandall have decided upon a raised parting strip all along the project, with only a few openings. Therefore, to gain entrance to a considerable portion of the property, it will be necessary to go to one of these openings and make a U-turn, and traffic will not be permitted to turn across the lane of traffic into the property.

The Standard Oil Company is more adequately served than the other properties, as they have two entrances. Trucks coming from Coos Bay will enter the south entrance, and if they wish to return to Coos Bay, they will go out the north entrance and across the parting strip. If they are coming from North Bend they will enter the north entra nce, and if they wish to return to North Bend, they will come out the south entrance.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

FORM E-26 30M 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 1st, 1946

SUBJECT:

To: Mr. C. B. McCullough
Asst. State Highway Engineer
O f f i c e

Dear Sir:

In regard to the number of cuts in the safety island in front of the Standard Oil Company at Coos Bay.

Our agreement with the Standard Oil Company provides for an entrance and an exit to their plant and has nothing to do with the raised parting strip between the north- and south-bound lanes. Our right of way agreements to not cover the control of traffic on the highway, which may be modified from time to time as is deemed necessary.

In this instance Mr. Baldock and Mr. Crandall have decided upon a raised parting strip all along the project, with only a few openings. Therefore, to gain entrance to a considerable portion of the property, it will be necessary to go to one of these openings and make a U-turn, and traffic will not be permitted to turn across the lane of traffic into the property.

The Standard Oil Company is more adequately served than the other properties, as they have two entrances. Trucks coming from Coos Bay will enter the south entrance, and if they wish to return to Coos Bay, they will go out the north entrance and across the parting strip. If they are coming from North Bend they will enter the north entra nce, and if they wish to return to North Bend, they will come out the south entrance.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

...COMMISSION

...PONDENCE

...gon

...28, 1946

SUBJECT:

...E. McCullough,

...ffice.

Dear Mr. McCullough:

Attached is a letter I received from Mr. E. V. Burns, District Manager of the Standard Oil Company, which has to do with the Coos Bay-North Bend Project.

I have acknowledged receipt of this letter and have said to Mr. Burns that I have handed his letter to you and that appropriate consideration will be given and you will contact him.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW
Enc.

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
E. V. BURNS
DISTRICT MANAGER
E. W. HOLSTAD
G. O. MACAULAY
ASSISTANT DISTRICT MANAGERS
F. J. WAYMIRE
ASSISTANT TO THE DISTRICT MANAGER

OFFICE
10TH FLOOR PACIFIC BLDG.
520 S. W. YAMHILL STREET
P. O. BOX 950

PORTLAND 7, OREGON

March 22, 1946

SALE OF PROPERTY, COOS BAY

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention: Mr. J. M. Devers

Our representative at Coos Bay has advised us that he has been informed by the Highway Safety Engineer that there would be only one 60-foot cut in the parking strip at our plant separating North and South bound traffic.

As you know, the changes to be made at this point necessitate the construction of an additional entrance to our plant, and it will be necessary that access be provided at both these points.

We are calling this matter to your attention at this time so that provision may be made in the plans of the Highway Department for two openings instead of one.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

E. V. BURNS
District Manager

THB:LM

By

RECEIVED
JUN 10 1946
FOR FILING

F 141-11

June 5, 1946

Referred

Lapping, Mr.
Flaxel, Ben C., Atty.

Mr. Ben C. Flaxel
Attorney at Law
Box 576
North Bend, Oregon

Drawn Referenced To
Maint.
Traffic Safety
Construction

Drawn Referenced To
Const.
Approach Rds.

Dear Sir:

This will acknowledge your letter of May 31 with further regard to desired access drives on the part of your client.

I am transmitting herewith a sketch whereon are indicated access drives to accommodate both the cabins and the store. The enclosed sketch does not show any detailed dimensions; however, our Division Engineer, Mr. K. D. Lytle, will contact you in the next few days and discuss the matter in greater detail.

Very truly yours,

R. H. Baldock
State Highway Engineer

FBC:hi
Encl.
cc Mr. K. D. Lytle
Mr. F. B. Crandell

BEN C. FLAXEL
ATTORNEY AT LAW
I. O. O. F. BUILDING
Box 576
NORTH BEND, OREGON

District Attorney
For Coos County
Telephone 2461

May 31, 1946

Mr. R. H. Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Possibly my last letter to you with reference to our request that turn-out places be provided in the new highway program between North Bend and Coos Bay, so as to permit my client to continue to operate his cabins and store, was not sufficiently clear, and therefore I am enclosing herewith a diagram showing the approximate locations of the store and his cabins.

His store and cabins are situated on the west side of the highway and his only desire is to have sufficient turn ins along the west curbing of said highway to permit south bound traffic to drive into his place of business. We realize, of course, that you will be limited to the south bound traffic as it is desired to have a two-lane traffic highway, and that it would lead to confusion to have any center strip which may be provided in your plans removed.

Trusting that we may hear from you further regarding this matter, I remain

Sincerely yours,

BCF:B

Attorney at Law

RECEIVED
JUN 3 1946
OREGON
STATE HIGHWAY COMMISSION

NORTH BEND - COOS BAY SECTION
OREGON COAST HIGHWAY
COOS COUNTY

NORTH BEND

+40 Constr. 1 C.B. Inst 8" Sew. P. 90° In conc. cradle

Adjust Manhole on L. Inst. 12" Sewer Pipe 74' in Conc. Cradle Close & Abandon Catch Basin

Existg Drwy (plank) Constr. 20' Driveway (8" slab)

+10

Existg Spur

Existing 18 P.C. Conc. Pav't.

Rem. Conc. Walk

Existg. 4" wood water main

Area to be Landscaped

Constr. 30' Driveway on Curve

Constr. Conc. Curb, Type "A-1"

Curb, Type A-1 (mod.

No Parking

Constr. 25' Driveway

12" Sewer

M.H.

Remove Curb

+90

R. 15' min.

Const. Clark Connection

+55

Store

Cabin

Dbl. Gar.

R/W

187+38.02 P.S.C.

180+08.85 P.C.S.

4° C.R.
TΔ 22°50'
Ts 540.83'

Const. Catch Basin Const. Type 'D' Conc. Curbs

Const. Catch Basin Inst. 8" Sewer Pipe 54' In Conc. Cradle

Existing Conc. Pvt.

Driveway and roadway to be constructed by applicant for curb cut permit.

LEWIS ST. 60'

CLARK ST.

100'

20'

100'

100'

NORTH BEND - COOS BAY SECTION
OREGON COAST HIGHWAY
COOS COUNTY

NORTH BEND

+40 Constr. 1 C.B. Inst 8" Sew. P. 80' in conc. cradle

Adjust Manhole on L. Inst. 12" Sewer Pipe 74' in Conc. Cradle Close & Abandon Catch Basin

Existg Drwy (plank) Constr 20' Driveway (8" slab)

+10

Existg Spur

Existing 18 P.C. Conc Pav't.

Rem. Conc. Walk

Existg 14" wood water main

Area to be Landscaped

Constr. 30' Driveway

Constr. Conc. Curb, Type "A-1"

Remove Conc. Curb, Type A-1 (mod.

No. Parking

Const. 25' Driveway

12" Sewer

M.H.

Const. Clark Connection

Remove Curb

+55

Const. Catch Basin

Const. Type 'D' Conc. Curbs

Const. Catch Basin

Const. 8" Sewer Pipe 54'

Inst. 8" Sewer Pipe in Conc. Cradle

Existing Conc. Pvt.

+90

R/W

Cabin

Dbl. Gar.

Cabin

Cabin

Dbl. Gar

Cabin

Cabin

Store

187+38.02 P.S.C.

188+08.85 P.C.S.

4° C.R.

TΔ 22°50'

Ts 540.83'

Driveway and roadways to be constructed by applicant for curb cut permit

LEWIS ST.

CLARK ST.

60'

100'

20'

100'

100'

RAILROAD

OLD HIWAY

NEW HIWAY

S

CURB

STRIP

CURB

STRIP

FRONT

STORE

CABIN

DOUBLE GARAGE

CABIN

CABIN

ALLEY

CABIN

CLARK ST

LOT

3S ST

RECEIVED
MAY 23 1946
FOR FILING

F 141-11

May 23, 1946

Mr. Ben G. Fiezal
Attorney at Law
I.O.O.F. Building
Box 576
North Bend, Oregon

Dear Sir:

This will acknowledge your letter of May 20th with regard to auto court abutting on U&lOl along our presently planned North Bend-Coos Bay improvement project, an inquiry as to possibility of cutting the medial strip between Lewis Street and Clark Street to permit more ready access to Mr. Lapping's establishment. This connecting highway link between North Bend and Coos Bay as you no doubt are aware has long been a poor and hazardous facility and one urgently in need of improvement. In formulating the plans for the improvement as is now in the course of construction, considerable thought and time was given to the end that a safe and adequate facility be provided. An incorporation of the medial strip in the design will on the basis of past experience do much towards making this a safe highway through elimination of promiscuous left turn maneuvers to and from private access drives. The location in question is on a curve and it is particularly important that the continuity of this raised medial island be maintained.

In view of the foregoing thoughts and in order to properly discharge our responsibilities in the matter of provided safe highway facilities, I regret that we cannot alter the present plans in conformance with your request.

Very truly yours,

R. H. Baldock
Chief Engineer

RHB/VRC:iim
cc: K. D. Lytle
F. B. Crandall

REFERRED TO
Mr. Crandall
By Carl Burdsall

Please prepare answer, based on your best judgment, for my signature.

BEN C. FLAXEL
ATTORNEY AT LAW
I. O. O. F. BUILDING
Box 576
NORTH BEND, OREGON

May 20, 1946

Commission

Bridge Section on 4° curve

g who has an auto court adjacent to highway 101
te you a letter to see if it would be possible to
between Lewis Street and Clark Street on the new
link between North Bend and Coos Bay of the above
referred to highway.

This open curb would be very essential in connection with the operation of his auto park and also his grocery store that is likewise situated adjacent to the highway. Could you kindly advise me if this could be included in your plans.

Thanking you for your consideration, I remain

Sincerely yours,

Ben C. Flaxel

BCF:B

Attorney at Law

RECEIVED
MAY 21 1946
OREGON
STATE HIGHWAY COMMISSION
RECEIVED
TRAFFIC ENGINEER

BEN C. FLAXEL
ATTORNEY AT LAW
I. O. O. F. BUILDING
BOX 576
NORTH BEND, OREGON

District Attorney
For Coos County
Telephone 2461

May 20, 1946

"Breaks" - Section on 4° curve

Mr. R. H. Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Mr. Lapping who has an auto court adjacent to highway 101 requested that I write you a letter to see if it would be possible to have an open curbing between Lewis Street and Clark Street on the new proposed connecting link between North Bend and Coos Bay of the above referred to highway.

This open curb would be very essential in connection with the operation of his auto park and also his grocery store that is likewise situated adjacent to the highway. Could you kindly advise me if this could be included in your plans.

Thanking you for your consideration, I remain

Sincerely yours,

Ben C. Flaxel

Attorney at Law

BCF:B

RECEIVED
MAY 21 1946
OREGON
STATE HIGHWAY COMMISSION
RECEIVED
TRAFFIC ENGINEER

RECEIVED
JUN 13 '46
PORTLAND

F 141-11

June 5, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 3, 1946, on Contract No. 2768, North Bend-Coos Bay Section, in connection with Federal Aid Project No. F-141 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS

RECEIVED
MAY 4 1946
FOR FILING

E 141-11

May 2, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, are copies of Price Agreement No. 1 on the North Bend-Coos Bay Section of the Oregon Coast Highway, Contract No. 2768, F. A. Project No. F-141 (11), covering the construction of a raised center-line island throughout the length of the project.

Plans for the project have been revised to show the additional work, and four complete sets are being sent under separate cover.

Federal participation in the additional work is expected only to the extent that funds may be available for it from the contingency allowance.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

Encl.

RECEIVED
APR 15 1946
FOR FILING

F 141 - 11

April 13, 1946

Mr. E. B. Lytle
Division Highway Engineer
Roseburg, Oregon

Dear Sir:

We are advised by the P. R. A. that reports on Form No. Emp. 200, covering employment reports from railroads and utility companies performing participating work on federal aid projects, are still being required as outlined in our Circular Letter No. 164.

A supply of the form referred to is being sent to Mr. Gall for use in connection with the North Bend-Coos Bay Project.

Very truly yours,

S. H. HEBERT
Office Engineer

SHH:GMB

CC Mr. C. C. Gall
Box 496
North Bend, Oregon

RECEIVED
APR 13 1946
FOR FILING

E 14.1-11

April 11, 1946

Mr. C. H. Coe, Manager
Mountain States Power Company
Coos Bay, Oregon

Dear Sir:

Reference is made to your letter of February 25, regarding construction plans on the North Bend-Coos Bay Section of the Oregon Coast Highway.

We are mailing to you today, under separate cover, sheets Nos. 1, 2A, 2B and 3 to 11, inclusive, of the highway construction plans on this section. Included in this partial set of plans are title sheet, typical sections and all sheets pertaining to the roadway.

Since your work in moving power poles is in connection with highway construction, there will be no charge for these plans.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

DBP:GS

6-1028

MOUNTAIN STATES POWER COMPANY

Coos Bay, Oregon
February 26,1946

RECEIVED
FEB 27 1946
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock
State Highway Engineer

Dear Sir:

In answer to your letter of February 25th, I will state that the map we desire is one that will give us the necessary information for the relocation of our electric power lines on the unfinished portion of Highway 101 between North Bend and Coos Bay.

Undoubtedly the construction plans which you mention in your letter are the ones we need, so will you please send these as soon as they are available and bill us for whatever charge there will be.

Yours very truly

MOUNTAIN STATES POWER COMPANY

By C. H. Coe

C. H. Coe, Division Manager

CHC: jo

Received Feb. 28, 1946

February 25, 1946

Mountain States Power Company
Coos Bay, Oregon

Attention: S. H. Coe

Gentlemen:

We refer to your letter of February 20th requesting a "strip map of the unfinished section of Highway 101 between North Bend and Coos Bay."

The map which most nearly conforms with your request for a "strip map" is our right of way map, but as that map does not show any of the plan details, we are afraid that it will not be what you want. The construction plans, made up on sheets 24" x 36" in size, will be available in about two weeks.

Please advise which of the above you desire.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

MOUNTAIN STATES POWER COMPANY

Coos Bay, Oregon
February 20,1946

S. H. Probert
Office Engineer
State Highway Dept.
Salem, Oregon

Dear Sir:

Please send strip map of unfinished section of hiway 101 between North Bend and Coos Bay.

We will pay whatever charge there is for the map.

Very truly yours

MOUNTAIN STATES POWER COMPANY

By C. H. Coe, Div.Mgr.

CHC:jo

5B-13-12

RECEIVED
APR 4 1946
FOR FILING

F 141-11

April 3, 1946

Hon. Roscoe B. Hazer, Mayor
North Bend, Oregon

Dear Sir:

In connection with our construction work on the North Bend - Coos Bay Section of US 101, Mr. H. O. Chapman, District Manager of West Coast Telephone Company, contacted this office with regard to the matter of relocation of certain poles to accommodate our new highway alignment. The location in question is at the intersection of Washington and Sherman Avenues, which will eventually be signalized. I refer you to the attached sketch for purposes of orientation.

The phone company proposes to place a pole in the island as per sketch. The placement of a pole in this island as indicated would not present too pleasing an appearance and would interfere somewhat with the signal installation we have contemplated. As an alternate suggestion, we would recommend placement of poles as shown in red. This latter arrangement would require one span of some 160 feet; however, we think such an arrangement would be feasible.

The reason we are bringing this matter to your attention is the fact that the city, rather than the state, has jurisdiction in the matter of granting franchises or permits of this character.

Anything which you can do to cooperate with us in this connection will be most sincerely appreciated.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:mmc
Attach.
cc F. B. Crandall

RECEIVED
APR 4 1946
FOR FILING

April 3, 1946

Mr. H. C. Chapman
District Manager
West Coast Telephone Company
Coos Bay, Oregon

Dear Mr. Chapman:

This addresses you with regard to revised location of your pole line to accommodate our revised highway alignment in the city of North Bend, and more particularly the intersection of Washington and Sherman Avenues. This, we believe, is a matter which you recently contacted this office on and requested a decision.

We wish to state first off that, notwithstanding the fact that the urban extension of our highway is involved, the city rather than the state has jurisdiction in granting franchises and details incident thereto.

As regards our own personal desires in the matter, we would prefer not to have poles located in any of the isolated islands comprised in the channelized intersection. Referring to attached sketch, we have indicated an alternate placement of poles which would be preferable from our standpoint. Our alternate suggestion requires one rather long span however, we think such is feasible, and adherence to the present alignment of your cables would preclude any necessity for splicing.

We trust the alternate scheme suggested may meet with your approval. We sincerely invite your cooperation.

Very truly yours,

C. E. McCullough
Assistant State Highway Engineer

CEM:mm
Attach.
cc Roscoe B. Hazen, Mayor
North Bend

F. B. Grumdahl

FORM E-80 20M 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 1, 1946

SUBJECT: Pole Relocation, US101
North Bend, Oregon

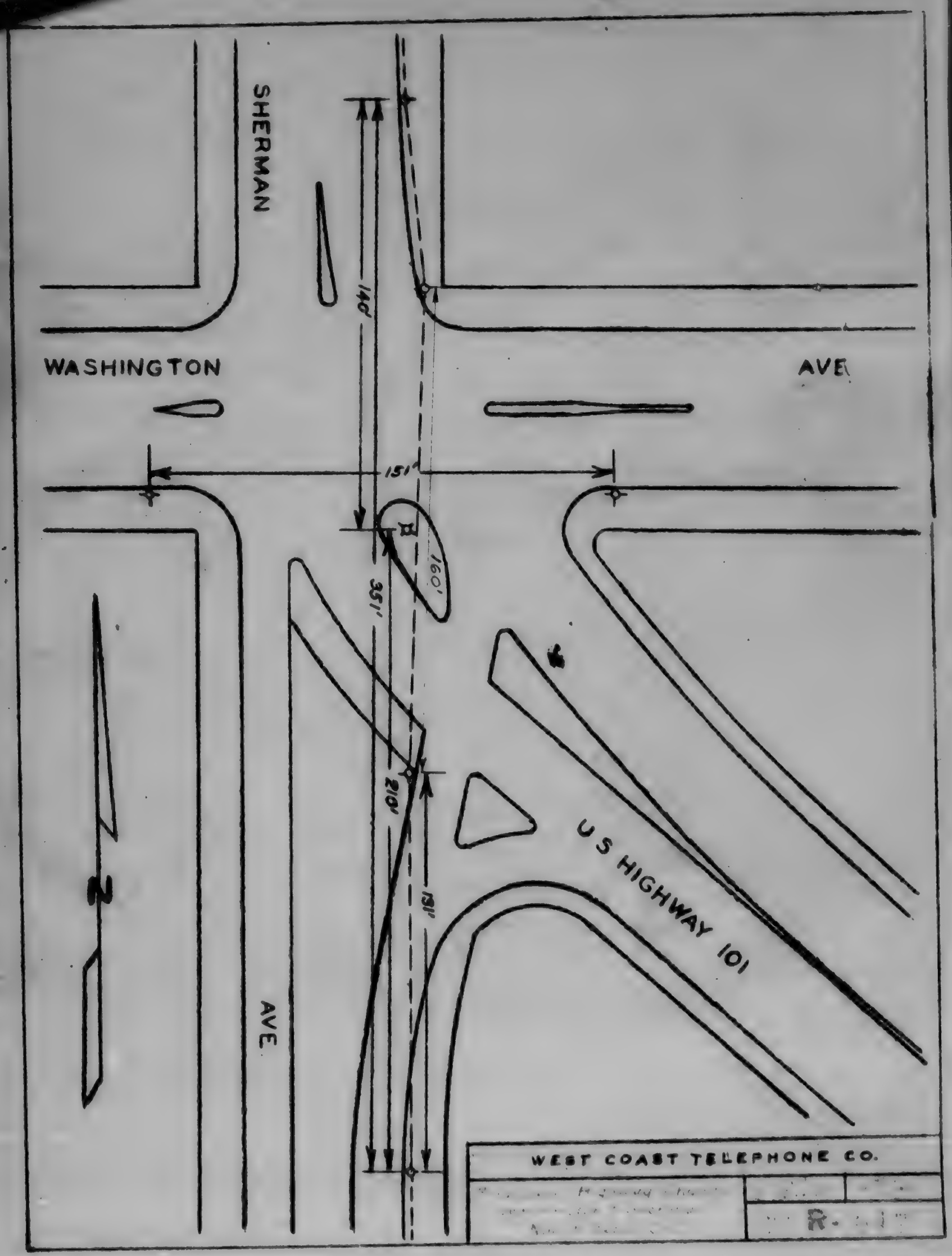
To: C. B. McCullough
Office Building

I am sending along rough drafts of letters which set down my thoughts as regards manner of handling this question of pole location at intersection of Washington and Sherman Avenues in North Bend. I have not supplied the finished product in the matter of letters as you requested, in that you will, no doubt, wish to make some deletions, additions, corrections, et cetera.

I am sending along sufficient copies of sketch mentioned and would appreciate receiving carbon copies of any correspondence which may eventually go out.

F. B. Crandall
Acting Traffic Engineer

FBC:jh
attachment


SHERMAN
WASHINGTON
AVE
140'
151'
160'
351'
210'
131'
U S HIGHWAY 101
AVE.
WEST COAST TELEPHONE CO.

SHERMAN AVE.

AVE

WASHINGTON

100 Pair 22 Gage Cable

100 Pair 22 Gage Cable

50 Pair 19 Gage Cable

N

WEST COAST TELEPHONE CO.

WASHINGTON & SHERMAN
NORTH BEND, ORE.

DATE 3-9-40

SCALE 1" = 40'

DWG NO. R-646

RECEIVED
AUG 26 1946
FOR FILING

F-141 (11)

April 1, 1946

Mr. Porter E. Yett
6500 N. E. Ainsworth Street
Portland 13, Oregon

Dear Sir:

I have your letter of March 26, concerning proposed price agreement in connection with the North Bend-Coos Bay Project, Contract No. 2768.

After weighing carefully both the extent to which you will suffer through reductions in paving quantities, and the extent to which you will profit through increases in other quantities, I feel that payment for the additional work at full contract prices will work out quite as much to your advantage as you should expect and that the allowance of any extra compensation would be an unwarranted action on my part.

Your cooperation and your willingness to accept my decision in the matter are appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

PLANT—ROCKY POINT, OREGON — SHIPMENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE GArfield 4356 PORTLAND 13, OREGON

March 26, 1946

RECEIVED
MAR 27 1946
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attn: R.H. Baldock
Re : Contract #2768

Gentlemen:

With reference to the proposed price agreement on the North Bend - Coos Bay Project, Contract No. 2768, providing for certain additions and deletions, we believe that under your proposed change of plans, we should be entitled to additional compensation.

We note that you have computed all the items on the basis of our bid; and that it does not involve items other than those incorporated in the original bid. However, the deletion of the volume of Portland Cement Concrete paving and the Class B Asphaltic pavement, materially effects our estimated costs of the job.

In our cost estimate, we estimate for the moving of the equipment on and off the job, plus rentals of the equipment. For Portland Cement Concrete pavement, 25¢ per square yard: for Asphaltic Concrete pavement, $1.50 per ton. Thus, the elimination of the Cement Concrete yardage and the tonnage of Asphaltic Concrete, throws additional costs for the moving and rental of this equipment as the same equipment will have to be moved and kept on the job an equal period. The additional work provided in the agreement does not relieve this situation because our heavier equipment, finishers, etc., are of no value in the construction of the additional items.

We believe that you can readily see our point in regard to this matter. Our bid items are not in any way unbalanced, with the possible exceptions of Furnishing and Placing Top Soil, and any additions or deductions to the contract would not ordinarily present any problem other than as affected by the moving and rental expense of equipment.

Based on the reduction of cement concrete pavement of 160 sq. yds. of 7 inch pavement and 50 sq. yds. of 8 inch Cement pavement, would amount to $52.50, and 800 tons of Asphaltic pavement would amount to $1,200.00 or a total of $1,252.50.

REFERRED TO
H. E. Smith
BY [illegible]
Please strike the cost
from our files on this

We realize that this is a very small amount considering the total amount of the contract. We are willing to leave the matter to your sense of fairness. In order that there be no further delay regarding negotiations with the P. R. A., you may proceed on such basis as you may determine to be fair and equitable.

On receipt of your approval or disapproval, we will immediately return the signed agreement.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

PWY/b

RECEIVED
MAR 2 . 1946
ENGINEER

We realize that this is a very small amount considering the total amount of the contract. We are willing to leave the matter to your sense of fairness. In order that there be no further delay regarding negotiations with the P. R. A., you may proceed on such basis as you may determine to be fair and equitable.

On receipt of your approval or disapproval, we will immediately return the signed agreement.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

PWY/b

RECEIVED
MAR 2 - 1946
ENGINEER

March 23, 1946

Mr. Porter W. Yatt
6500 N. E. Ainsworth Street
Portland 13, Oregon

Dear Sir:

We refer to our letter of March 2nd transmitting for your approval a price agreement covering a proposed change in plans for the North Bend-Coos Bay Project, which change in plans calls for the construction of a raised centerline island through the length of the project.

We would appreciate your giving this matter immediate attention in order to avoid delay in the work. After your approval is received, there still remains considerable negotiations with the F. H. A. in regard to financial angles involved.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

March 2, 1946

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

We are sending to you under separate cover two sets of plans for the North Bend-Coos Bay Project as revised to provide a raised centerline island throughout the length of the project.

This change in plans increases very materially the quantities of work to be done under your contract but makes no material change in contract items or in the nature of work. We are assuming, therefore, that you will be agreeable to accepting the change at the regular contract prices. On that basis the net increase in the contract amount figures about $15,650.

There are two items which are not exactly covered by the regular contract items; one being the item "light pedestals" and the other being "additional recesses for traffic control markers". As the light pedestals are practically the same as signal pedestals, we are assuming that the same price ($25.00 each) will be acceptable. For the additional recesses for traffic control markers, we ar assuming that a lump sum of $200.00 will be acceptable as that sum yields the same average price per each as does the lump sum of $700.00 bid for the recesses contemplated by the original plans.

In order to make the agreement in regard to this change in plans a matter of record, we have prepared a price agreement of which seven copies are being enclosed herewith. If the change in plans and the basis of payment as outlined in the price agreement are acceptable to you, please sign and return six copies of the agreement. As soon as we have these signed copies, we will arrange for federal approval of the change and will supply you with a fully executed copy.

Your cooperation in making this change in plans possible, will be appreciated.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

RHC.
CC Mr. H. G. Smith
Mr. K. D. Lytle

Form A-169—4M—0-43

OREGON STATE HIGHWAY DEPARTMENT

PRICE AGREEMENT

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name North Bend-Coos Bay, Grading-Paving Date February 25, 194 6

Highway Oregon Coast Contract No. 2758

County Coos Prefix S-1008

Contractor Porter B. Kott F. A. Project No. F-141 (11)

Address Portland, Oregon Price Agreement No. 1

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Construct a raised center-line island throughout the length of the project, and perform other related work, as called for by revised plans.

Locations by station numbers: Entire length of project.

Names of pay items, estimated quantities and agreed prices: All items of work involved, except light pedestals and recesses for traffic control markers, are to be paid for at the regular contract prices stated in the contract. The two exceptions will be paid for at prices as follows:

Light Pedestals - Per each $25.00

Additional Recesses for Traffic Control Markers - - - - - - Each - - - - - 20.00

Estimated Costs

Total for new work involved $73,694.50

Less saving on work eliminations 18,047.20

Net increases in cost $55,647.30

See attached statement for detail of increases and decreases in quantities

Specifications, basis of measurement and other provisions: Contractor consents to this revision in plans and agrees to accept payment therefor on the basis above indicated, without claim for any damage, loss or uncompensated extra expense, if any, that may be suffered by the contractor as a result of the change in plans.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

Total Original Authorizations . . . . . $ 523,089.20

Total Authorizations to Date . . . . . $ 523,089.00

Additional Authorization Requested . . . $ 15,647.30

Submitted by: .....
Resident Engineer

Signed: .....
Contractor

Approval Recommended: .....
Division Engineer

.....

Approval Recommended: .....
Construction—Bridge—Engineer

Approved: .....
State Highway Engineer

STATE PRINTING DEPT.

STATEMENT OF INCREASES AND DECREASES IN QUANTITIES

(To accompany Price Agreement No. 1, Contract No. 2768)

Items	Unit	Unit Price	New Work Involved: Quantities	New Work Involved: Amount	Work Eliminated: Quantities	Work Eliminated: Amount
Trench Excavation, Unclassified	Cu.Yds.	$ 3.00	350	$ 1,050.00		$
Remove Curb and Gutter	Lin.Ft.	0.15	110	16.50		
Furnish and Place Topsoil	Cu.Yds.	1.25	480	600.00		
8-inch Sewer Pipe	Lin.Ft.	0.60	1,110	666.00		
Concrete Catch Basins	Each	40.00	16	640.00		
Concrete Curb and Gutter	Cu.Yds.	40.00	500	20,000.00	30	1,200.00
Concrete Driveway	" "	30.00	3	90.00	27	810.00
Concrete Traffic Islands	" "	30.00	70	2,100.00		
Concrete Signal Pedestals	Each	25.00	2	50.00	3	75.00
Concrete Light Pedestals	"	25.00	44	1,100.00		
3/4-inch Electrical Conduit	Lin.Ft.	0.40	3,200	1,280.00	460	184.00
1-inch Electrical Conduit	" "	0.50	60	30.00	80	40.00
1¼-inch Electrical Conduit	" "	0.60	80	48.00	190	114.00
1½-inch Electrical Conduit	" "	0.70			60	42.00
Metal Pull Boxes	Each	10.00	4	40.00		
Additional Recesses for Traffic Control Markers (Lump Sum)	All	200.00	All	200.00		
Lumber in Cradle & Casing Supports	M-FBM	80.00	1.80	144.00		
Class "A" Conc. in Cradles & Casings	Cu.Yds.	30.00	40	1,200.00		
3" - 0" Material in Base	" "	3.00	200	600.00	2,000	6,000.00
3/4" - 0" Mat'l in Base & Shoulders	" "	3.25			400	1,300.00
1" - 0" Material in Cushion Course	" "	3.25	20	65.00	10	32.50
7-inch Portland Cement Conc. Pav't	Sq.Yds.	2.70	200	540.00	160	432.00
8-inch Portland Cement Conc. Pav't	" "	3.00	350	1,050.00	50	150.00
3/4" - 8" Expansion Joints in Pav't	Lin.Ft.	0.11	1,000	110.00	70	7.70
3/4" - 18" Dowel Bars in Pav't & Gutter	Each	0.30	250	75.00	200	60.00
Class "B" Asphaltic Concrete	Tons	7.00			800	5,600.00
				$31,694.50		$16,047.20

Net Increase in Cost $15,647.30

RECEIVED
APR 2 1946
FOR FILING

F 141-11

Salem, Oregon
March 29, 1946

Mr. H. G. Smith
Construction Engineer
O F F I C E

Dear Mr. Smith:

Please note attached correspondence regarding request from R. V. Burns, District Manager of the Standard Oil Company, for additional access facilities adjacent to his plant on the Coos Bay - North Bend Project.

Will you check over our contract with the Southern Pacific and advise if we are obligated under our contract, or under any other agreement with the Standard Oil Company, to do this?

I would also like to have your recommendation in regard to the advisability of cutting this dividing strip.

It might be a good idea to discuss this matter with Crandall also.

C. B. McCullough

CBM:mmm

FORM E-30 25M 7-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28, 1946

SUBJECT:

To: Mr. C. B. McCullough,

Office.

Dear Mr. McCullough:

Attached is a letter I received from Mr. E. V. Burns, District Manager of the Standard Oil Company, which has to do with the Coos Bay-North Bend Project.

I have acknowledged receipt of this letter and have said to Mr. Burns that I have handed his letter to you and that appropriate consideration will be given and you will contact him.

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.

RECEIVED
MAR 22 1946
FOR FILING

F14T-11

March 20, 1946

Mr. L. P. Hopkins
Division Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

For your information, we are sending under separate cover copies of contract and plans for the following projects in which you are interested and for which contract awards have been made:

Project	Contractor
North Bend-Coos Bay	Porter Nott, Portland
Gates-Niagara	Kuckenberg Construction Co., Portland

Your attention is called particularly to the provisions of these contracts which require the contractors to enter into protective agreements with your Company.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

RECEIVED
MAR 22 1946
FOR FILING

E 141-11

Salem, Oregon
March 19, 1946

R 8048A

Mr. J. M. Devers
Chief Counsel
O f f i c e

Dear Sir:

Reference is made to your communication of March 5, concerning a letter you had received from the Standard Oil Company concerning the demand of the Southern Pacific Company that a wigwag signal be installed at the crossing where their lines lead to the Standard Oil Company plant in Coos Bay.

This matter was referred to Mr. H. G. Smith and he advises that we have a definite contract with the Southern Pacific Company regarding the movement of their line and the rebuilding of the Standard Oil Company plant. He states that this agreement contains no clause which provides for this installation of an automatic signal and that it is his recommendation that the Southern Pacific Company be advised that we will proceed in accordance with our contracts and that any signal which they desire to have installed shall be installed at their own expense.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JM:EM

FORM E-20 DOM 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 18th, 1946

SUBJECT:

To: Mr. C. B. McCullough
Asst. State Highway Engineer
O f f i c e

Dear Sir:

In regard to Mr. Devers' letter advising that the Southern Pacific Company is demanding the construction and maintenance of a wigwag signal at the Southern Oil Company plant in Coos Bay.

We have a definite contract with the Southern Pacific regarding the movement of their line and the rebuilding of the Standard Oil plant. This agreement in no place provides for an automatic signal.

It is my recommendation that the Southern Pacific be advised that we will proceed according to our contract and any signal which they wish installed must be at their own expense.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
MAR 12 1946
FOR FILING

F 141-11

Salem, Oregon
March 9, 1946

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

Please note the attached copies of a letter from J. M. Devers of March 5, advising that the Southern Pacific Company is demanding from the Standard Oil Company the construction and maintenance of a wigwag signal which will cost approximately $1,250, on the Coos Bay-North Bend project.

Please advise of your recommendation.

Very truly yours,

C. B. McCullough
Asst. State Highway Engineer

JM:EM
Enc.

STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1946

SUBJECT: R 8048A

Mr. C. B. McCullough,

Office.

Dear Mr. McCullough:

I have from the Standard Oil Company a letter relative to the Coos Bay-North Bend project, in which letter the Company advises that the Southern Pacific Company is demanding the construction and maintenance of a wigwag signal which will cost approximately $1,256, coupled with the maintenance charge of $15 per month. The Southern Pacific Company is requiring the Standard Oil Company to construct the signal.

I am not right sure that the signal is necessary and I have written the Standard people and told them that this matter would be brought to your attention for inquiry as to the necessity for the signal. If the Standard Oil Company is required to build and maintain it, the Company will call on us for reimbursement. I do not believe that a matter of this kind should be left entirely to the dictation of the Southern Pacific Company.

Will you please give the matter your early consideration.

Yours very truly,

J. M. DEVERS

JMD:PW

Wrote
H.C. Smith

RECEIVED
FEB 12 1946
FOR FILING

E 141 - 11

Salem, Oregon
February 6, 1946

Mr. H. O. Smith

6/14/46

Please note attached letters from Mr. Schumacp (dated February 5), one to Mr. Cutler and one to me.

I have placed in the general file the original of Mr. Schumacp's letter, the ordinance passed by the City of Coos Bay, and the balance of the correspondence. The attached carbon copies are for your information and files.

Copy of Ordinance 1625 Transmitted by City of Coos Bay on Jan. 28, 1946 sent to Oscar Cutler to be kept in his file since the others are kept there
M. T. N.

C. B. McCullough

CBMcC:mj
Attach.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Feb. 5, 1946

Mr. C. B. McCullough

O f f i c e

Dear Sir:

As requested in your letter of December 17, last, we have followed up the establishment of the grades upon the Coast Highway through Coos Bay. The new Charter of Coos Bay does not permit the establishment of grades by resolution. We therefore requested the City to adopt an ordinance establishing the grades, which now has been done. A copy is herewith handed to you.

Yours very truly,

J. M. DEVERS

By I. M. Schannep

I. M. SCHANNEP
Assistant Attorney

IMS:FRC

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Feb. 5, 1946

Mr. Oscar Cutler
O f f i c e

Dear Sir:

Following the request contained in the letter of Mr. McCullough, dated December 17, 1945, we have checked the Charter of the City of Coos Bay regarding the establishment of grades upon the Coast Highway, and find that the establishment of grades can be by ordinance only and not by resolution of the Council. Accordingly, we have requested the City to establish the grades by ordinance. This has now been done and I hand you herewith, a copy of the ordinance so adopted. The remainder of this file is being returned to Mr. McCullough as the matter came from his office.

Yours very truly,

J. M. DEVERS

By I. M. SCHANNEP
Assistant Attorney

IMS:FRC

cc- Mr. C. B. McCullough

C
o
p
y

ORDINANCE NO. 1625

An Ordinance altering and establishing grades on portions of Front Street North and North Broadway, in the City of Coos Bay, Coos County, Oregon; and declaring an emergency.

THE CITY OF COOS BAY DOES ORDAIN AS FOLLOWS:

Section 1. The Common Council of the City of Coos Bay in accordance with and pursuant to Ordinance No. 1623 of said City has duly adopted a resolution wherein and whereby said Common Council deems it expedient that certain grades on portions of Front Street North and North Broadway, within the boundaries of the City of Coos Bay, be altered and established to conform with grades proposed by the Oregon State Highway Commission for State Highway No. 9 of the State of Oregon, which new grade is described in Section 3 of this Ordinance.

Section 2. Pursuant to Ordinance No. 1623 of the City of Coos Bay due notice of said proposed alteration of the grade as set forth in Section 3 hereof has been given, and no written or other remonstrances objecting to said proposed grade have been filed or received.

Section 3. The City of Coos Bay, Coos County, Oregon, hereby establishes the following grade on portions of Front Street North and North Broadway, within the boundaries of the City of Coos Bay, which grades are as follows, to-wit:

Description of profile grade 19 feet left of the engineer's survey line in north bound traffic lane, Oregon Coast Highway, on Front Street North, from the north city limits of Coos Bay to a point 34 feet northerly from the center line of Greenwood Avenue; Beginning at grade elevation 7.87 at the north city limits of Coos Bay at engineer's survey station 225+10; thence on a 60-foot vertical grade curve to elevation 7.81 at engineer's survey station 225+30, 20 feet southerly from the

north city limits of Coos Bay; thence to elevation 7.34 at engineer's station 226+25, 115 feet southerly from the north city limits of Coos Bay; thence on a 300-foot vertical grade curve to elevation 6.81 at a point 23 feet northerly from the center line of Pine Avenue; thence to elevation 6.84 at the center line of Pine Avenue; thence to elevation 6.92 at a point 67 feet southerly from the center line of Pine Avenue; thence on a 100-foot vertical grade curve to elevation 6.89 at a point 167 feet southerly from the center line of Pine Avenue; thence to elevation 6.64 at a point 51 feet northerly from the center line of Orchard Avenue; thence on a 300-foot vertical grade curve to elevation 6.57 at the center line of Orchard Avenue; thence continuing on a 300-foot vertical grade curve to elevation 6.82 at a point 249 feet southerly from the center line of Orchard Avenue; thence to elevation 6.84 at a point 80 feet northerly from the center line of Myrtle Avenue; thence on a 280-foot vertical grade curve to elevation 7.14 at the center line of Myrtle Avenue; thence continuing on a 280-foot vertical grade curve to elevation 6.86 at a point 200 feet southerly from the center line of Myrtle Avenue; thence to elevation 6.69 at a point 100 feet northerly from the center line of Kingwood Avenue; thence on a 200-foot vertical grade curve to elevation 6.53 at the center line of Kingwood Avenue; thence continuing on a 200-foot vertical grade curve to elevation 6.60 at a point 100 feet southerly from the center line of Kingwood Avenue; thence to elevation 6.82 at a point 150 feet northerly from the center line of Juniper Avenue; thence on a 300-foot vertical grade curve to elevation 6.99 at the center line of Juniper Avenue; thence continuing on a 300-foot vertical grade curve to elevation 6.90 at a point 150 feet southerly from the center line of Juniper Avenue; thence to elevation 6.64 at a point 162 feet northerly from the center line of Ivy Avenue; thence on a 200-foot vertical grade curve to elevation 6.68 at the center line of Ivy Avenue; thence continuing on a 200-foot vertical grade curve to elevation 6.59 at a point 38 feet southerly from the center line of Ivy Avenue; thence to elevation 7.36 at a point 209.13 feet southerly from the center line of Ivy Avenue; thence on a 200* foot verticalgrade curve to elevation 7.35 at a point 409.13 feet southerly from the center line of Ivy Avenue; thence to elevation 7.15 at a point 316 feet northerly from the center line of Hemlock Avenue; thence on a 500-foot vertical grade curve to elevation 6.83 at the center line of Hemlock Avenue; thence continuing on a 500-foot vertical grade curve to elevation 7.16 at a point 184 feet southerly from the center line of Hemlock Avenue; thence to elevation 7.66 at a point 134 feet northerly from the center line of Greenwood Avenue; thence on 200-foot vertical grade curve to elevation 7.80 at a point 34 feet northerly from the center line of Greenwood Avenue.

Description of profile grade, 11 feet right of the engineer's survey line in north bound traffic lane, Oregon Coast Highway, on Front Street North and North Broadway: Beginning at grade elevation 7.72 at a point 34 feet northerly from the center line of Greenwood Avenue; thence on a 200-foot vertical grade curve to elevation 7.70 at the center line of Greenwood Avenue; thence continuing on a 200-foot vertical grade curve to elevation

7.56 at a point 66 feet southerly from the center line of Greenwood Avenue; thence to elevation 7.11 at a point 215 feet southerly from the center line of Greenwood Avenue; thence on a 70-foot vertical grade curve to elevation 7.77 at a point 285 feet southerly from the center line of Greenwood Avenue; thence to elevation 8.20 at a point in North Broadway approximately 78 feet northerly from the north line of Fir Avenue,

and as shown by maps and pro-files on record in the office of the City Recorder.

WHEREAS, the State Highway Commission of the State of Oregon desires to proceed immediately with certain construction and repair of portions of the said highway within the boundaries of the City of Coos Bay, and being portions of Front Street North and North Broadway within said City, and it is necessary and expedient that grades be established immediately in order that said repair and construction may be expedited.

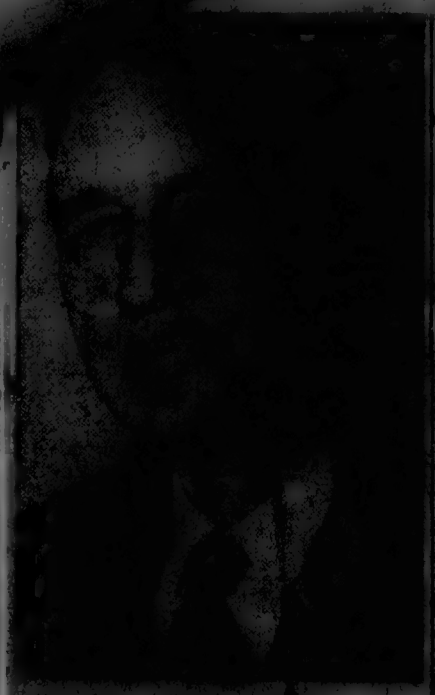
Now, therefore, it is the judgment of the Common Council that it is necessary for the immediate preservation of the peace, health and safety of the City of Coos Bay that this Ordinance be in full force and effect from and after its enactment. Therefore an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its enactment and approval by the Mayor.

The foregoing Ordinance was duly enacted by the Common Council on this 17th day of January, 1946.

Approved by the Mayor this 17th day of January, 1946.

E. E. Fitzwalter
Mayor

Attest: H. Oscar Gulovsen
City Recorder



WORLD WAR I CHIEF OF STAFF 81—General Peyton C. March, army chief of staff in World War I, is shown as he celebrated his 81st birthday on [illegible], 1945.

Coos Bay Grade Matter Cleared

COOS BAY, Jan. 3.—A series of special meetings of the city council last week cleared the way for [illegible] establishing the grade of Second street to conform to state highway commission specifications.

A recent council resolution to establish the grade was held insufficient by state attorneys, who stated that an ordinance was necessary. A study of the new city charter revealed no provision for such an ordinance so the council first passed, at special meetings, an emergency ordinance providing for the setting up of grade specifications, then adopted this ordinance establishing the grade. Objections to the grade will be heard at the next regular meeting of the council on January 14.

The action by the Coos Bay council removed one of the last legal hurdles to the letting by the state highway commission of the contract for completing the four-lane highway between North Bend and Coos Bay.

New Sewage System Planned at Mabel[illegible]

BEDINGFIELD AND GRANT
ATTORNEYS AT LAW
HALL BUILDING
MARSHFIELD, OREGON

December 20, 1945.

Coos Bay,

[illegible]nnep
[illegible]rney
[illegible]ighway Commission

RECEIVED
DEC 22 1945
[illegible]

[illegible]ep:

[illegible]r letter of December 19th addressed to Mr. Bedingfield, [illegible]solution establishing grades of streets within the City [illegible]Coast Highway is to be improved, has been referred by him [illegible]r.

[illegible] new charter of the City of Coos Bay has no provision as [illegible]hment of street grades. Neither is there any ordinances [illegible]e procedure for fixing grades. The only provisions in [illegible]matter which I have been able to find are those contained [illegible]rter of the City of Marshfield, and these in substance [illegible]e council shall first order the City Recorder to give ten [illegible] the proposed chage in grade, the notice to be either by [illegible]lication in a newspaper, and that if no remonstrance is [illegible]hirds of the owners of abutting property, that then the grade [illegible]shed by ordinance.

[illegible]ring the past year we have passed several ordinances putting [illegible]er the new charter the provisions of the old charter which [illegible]ed in the new charter. The same procedure should be followed [illegible] the matter of establishing grades. To do this, however, might [illegible]time unless a full Council should be present at the next meeting, [illegible] time a new ordinance should be proposed. Under the new charter, [illegible] of the Council consent an ordinance may be read and passed [illegible]. Otherwise it would have to be read at two meetings and passed [illegible]eting. The Council meets only once a month.

[illegible]e new charter did not expressly revoke the old one. Therefore, [illegible]ed for immediate action on this matter it would seem to me that [illegible]hould proceed as provided in the old charter, and that such pro- [illegible] probably stand. As to what has been done so far, however -- [illegible] to the passage of the resolution --- it is my opinion that this would [illegible]be adequate.

Please give us your early advice. We will be very glad to co-operate with you in this matter in every way that we can.

Yours very truly,

Harold A. Olson

HAO/s

HAROLD A. OLSON

BEDINGFIELD AND GRANT
ATTORNEYS AT LAW
HALL BUILDING
MARSHFIELD, OREGON

J. B. BEDINGFIELD
D. J. GRANT

Harold A. Olson
Coos Bay,

December 20, 1945.

Mr. I. N. Schannep
Assistant Attorney
Oregon State Highway Commission
Salem, Oregon.

RECEIVED
DEC 22 1945

Dear Mr. Schannep:

Your letter of December 19th addressed to Mr. Bedingfield, concerning a resolution establishing grades of streets within the City over which the Coast Highway is to be improved, has been referred by him to me for answer.

The new charter of the City of Coos Bay has no provision as to the establishment of street grades. Neither is there any ordinances establishing the procedure for fixing grades. The only provisions in regard to this matter which I have been able to find are those contained in the old charter of the City of Marshfield, and these in substance provide that the council shall first order the City Recorder to give ten days notice of the proposed chage in grade, the notice to be either by posting or publication in a newspaper, and that if no remonstrance is filed by two-thirds of the owners of abutting property, that then the grade may abe established by ordinance.

During the past year we have passed several ordinances putting into effect under the new charter the provisions of the old charter which were not covered in the new charter. The same procedure should be followed with regard to the matter of establishing grades. To do this, however, might require some time unless a full Council should be present at the next meeting, and if at that time a new ordinance should be proposed. Under the new charter, if all members of the Council consent an ordinance may be read and passed at one meeting. Otherwise it would have to be read at two meetings and passed at the third meeting. The Council meets only once a month.

The new charter did not expressly revoke the old one. Therefore, if there is need for immediate action on this matter it would seem to me that the Council should proceed as provided in the old charter, and that such procedure would probably stand. As to what has been done so far, however -- I refer to the passage of the resolution --- it is my opinion that this would not be adequate.

Please give us your early advice. We will be very glad to cooperate with you in this matter in every way that we can.

Yours very truly,

Harold A. Olson

HAROLD A. OLSON

HAO/s

Dec. 19, 1945

Mr. J. B. Bedingfield
City Attorney
Coos Bay, Oregon

Dear Sir:

On December 10th, 1945, the Common Council of the City of Coos Bay, at the request of Mr. Oscar Cutler, passed a resolution establishing the grades of the streets over which the Coast Highway to be improved, will be located.

In checking your new charter of Coos Bay, I am unable to determine whether the establishment of street grades may be done by a resolution or whether it must be done by an ordinance and the purpose of this letter is to get your views upon the matter before the improvements are commenced. If we are in error in this matter and the establishment of grades must be effected by ordinance, then we will want to prepare such ordinance and have it enacted in the law.

I will greatly appreciate your views upon this matter.

Yours very truly,

J. M. DEWERS

By

I. M. SCHANNEP
Assistant Attorney

IMS:FRC

106-D

Salem, Oregon
December 15, 1945

Mr. C. B. McCullough
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Herewith a letter received from Mr. Harry C. McCrea, City Manager of Coos Bay, in which he asks certain questions with regard to widening of South Broadway. He also advises that they are planning lighting improvements and asks questions with regard to whether or not the state can give financial assistance in carrying out the program.

I presume you will want to refer this to Mr. Crandall.

Very truly yours,

Oscar Cutler
Engineer, County & City Relations

OC:ms

Encl.

106-B

December 15, 1945

Mr. Harry C. McCrea
City Manager
Coos Bay, Oregon

Dear Mr. McCrea:

I wish to acknowledge receipt of your letter of December 11 advising that grade and encroachment resolutions were adopted by the City Council, and I am advising that they were received.

With regard to information as to widening South Broadway and planning lighting improvements, I am referring this to our Traffic Department, as that comes under their supervision. I presume you will hear from them with regard to this matter. If you do not within the next month or so, please advise me again.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County & City Relations

OC:me

Project F-141(11)

Oscar.
for copy of resolution
of Coos Bay adopting
grades

COMMISSION

ONDENCE

.....

.....

RECEIVED
OCT 17 1945

Herewith letter from Oscar Cutler regarding the approval of grades established by the Highway Commission for the improvement of North Front Street from North Broadway to the north city limits in Coos Bay.

It is my understanding that you desire to have someone from your office check with the city in order to see that all proceedings are regular.

In order to complete our files, I would be glad if you would let me know when this is done, and advise if the proceedings taken by the city are regular.

C. B. McCullough

CBM:ej

REFERRED
TO Schaumeyer
FOR Please follow up.
J. M. DEVERS

On matter of two city
some time city officials
fail to complete their
records.

FORM E-20 2M 11-44

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 17, 1945

SUBJECT:

To: Mr. J. M. Devers

RECEIVED
DEC 17 1945

Herewith letter from Oscar Cutler regarding the approval of grades established by the Highway Commission for the improvement of North Front Street from North Broadway to the north city limits in Coos Bay.

It is my understanding that you desire to have someone from your office check with the city in order to see that all proceedings are regular.

In order to complete our files, I would be glad if you would let me know when this is done, and advise if the proceedings taken by the city are regular.

C. B. McCullough

CBM:ej

REFERRED
TO Schramel
FOR Please follow up.
J. M. DEVERS

on matter w/the city.
Sometimes City Officials fail to Complete their records.

RECEIVED
DEC 18 1945
FOR FILING

Const
Projects
Municipals

Coos Bay

Salem, Oregon
December 17, 1945

Mr. J. M. Devers

Herewith letter from Orent Cuhler regarding the approval of grades established by the Highway Commission for the improvement of North Front Street from North Broadway to the north city limits in Coos Bay.

It is my understanding that you desire to have someone from your office check with the city in order to see that all proceedings are regular.

In order to complete our files, I would be glad if you would let me know when this is done, and advise if the proceedings taken by the city are regular.

C. B. McCullough

CBM:ej

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 15, 1945

SUBJECT:

To: Mr. C. B. McCullough
Assistant State Highway Engineer
O f f i c e

Dear Sir:

On the 10th of December, 1945, the City of Coos Bay adopted resolutions approving the grades established by the State Highway Commission for the improvement of North Front Street from North Broadway to the north city limits.

In line with the understanding with Mr. Devers, Mr. Devers should be advised that the city has approved the grades, and someone from his office should check with the city and see that the city ordinances are complied with in legally establishing the grades in the city.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

OC:me

015

S-23-944

Judge Schanno

District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sirs

Herewith are three copies of a resolution relative to encroachments and traffic for Oregon Project F 141 (11), for the City of Coos Bay.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County & City Relations

OC:ms

Encl.

cc Mr. J. W. Nash

S.23.744

December 15, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are three copies of a resolution relative to encroachments and traffic for Oregon Project F 141 (11), for the City of Coos Bay.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

BY

Oscar Cutler
Engineer, County & City Relations

OC:ms

Encl.

cc Mr. J. W. Nash

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Coos Bay, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

> A relocation of the Oregon Coast Highway on Front Street North from the north city limits of Coos Bay, southerly to a point in North Broadway approximately 78 feet northerly from the north line of Fir Avenue

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

> Description of profile grade 19 feet left of the engineer's survey line in north bound traffic lane, Oregon Coast Highway, on Front Street North, from the north city limits of Coos Bay to a point 34 feet northerly from the center line of Greenwood Avenue: Beginning at grade elevation 7.87 at the north city limits of Coos Bay at engineer's survey station 225/10; thence on a 60-foot vertical grade curve to elevation 7.81 at engineer's survey station 225/30, 20 feet southerly from the north city

limits of Coos Bay; thence to elevation 7.34 at engineer's station 226+25, 115 feet southerly from the north city limits of Coos Bay; thence on a 300-foot vertical grade curve to elevation 6.81 at a point 23 feet northerly from the center line of Pine Avenue; thence to elevation 6.84 at the center line of Pine Avenue; thence to elevation 6.92 at a point 67 feet southerly from the center line of Pine Avenue; thence on a 100-foot vertical grade curve to elevation 6.89 at a point 167 feet southerly from the center line of Pine Avenue; thence to elevation 6.64 at a point 51 feet northerly from the center line of Orchard Avenue; thence on a 300-foot vertical grade curve to elevation 6.57 at the center line of Orchard Avenue; thence continuing on a 300-foot vertical grade curve to elevation 6.82 at a point 249 feet southerly from the center line of Orchard Avenue; thence to elevation 6.84 at a point 80 feet northerly from the center line of Myrtle Avenue; thence on a 280-foot vertical grade curve to elevation 7.14 at the center line of Myrtle Avenue; thence continuing on a 280-foot vertical grade curve to elevation 6.86 at a point 200 feet southerly from the center line of Myrtle Avenue; thence to elevation 6.69 at a point 100 feet northerly from the center line of Kingwood Avenue; thence on a 200-foot vertical grade curve to elevation 6.53 at the center line of Kingwood Avenue; thence continuing on a 200-foot vertical grade curve to elevation 6.60 at a point 100 feet southerly from the center line of Kingwood Avenue; thence to elevation 6.82 at a point 150 feet northerly from the center line of Juniper Avenue; thence on a 300-foot vertical grade curve to elevation 6.99 at the center line of Juniper Avenue; thence continuing on a 300-foot vertical grade curve to elevation 6.90 at a point 150 feet southerly from the center line of Juniper Avenue; thence to elevation 6.64 at a point 162 feet northerly from the center line of Ivy Avenue; thence on a 200-foot vertical grade curve to elevation 6.68 at the center line of Ivy Avenue; thence continuing on a 200-foot vertical grade curve to elevation 6.59 at a point 38 feet southerly from the center line of Ivy Avenue; thence to elevation 7.36 at a point 209.13 feet southerly from the center line of Ivy Avenue; thence on a 200-foot vertical grade curve to elevation 7.35 at a point 409.13 feet southerly from the center line of Ivy Avenue; thence to elevation 7.15 at a point 316 feet northerly from the center line of Hemlock Avenue; thence on a 500-foot vertical grade curve to elevation 6.83 at the center line of Hemlock Avenue; thence continuing on a 500-foot vertical grade curve to elevation 7.16 at a point 184 feet southerly from the center line of Hemlock Avenue; thence to elevation 7.66 at a point 134 feet northerly from the center line of Greenwood Avenue; thence on a 200-foot vertical grade curve to elevation 7.80 at a point 34 feet northerly from the center line of Greenwood Avenue.

Description of profile grade 11 feet right of the engineer's survey line in north bound traffic lane, Oregon Coast Highway, on Front Street North and North Broadway: Beginning at grade elevation 7.72 at a point 34 feet northerly from the center line of Greenwood Avenue;

thence on a 200-foot vertical grade curve to elevation 7.70 at the center line of Greenwood Avenue; thence continuing on a 200-foot vertical grade curve to elevation 7.56 at a point 66 feet southerly from the center line of Greenwood Avenue; thence to elevation 7.11 at a point 215 feet southerly from the center line of Greenwood Avenue; thence on a 70-foot vertical grade curve to elevation 7.77 at a point 285 feet southerly from the center line of Greenwood Avenue; thence to elevation 8.20 at a point in North Broadway approximately 78 feet northerly from the north line of Fir Avenue

And, WHEREAS, pursuant to Chapter 88, Oregon Laws 1931; and Chapter 529, Oregon Laws 1939; it is required that as a condition precedent to the change of the grade of any such street by the Commission, such grade change shall be consented to by the city.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Coos Bay, Coos County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described herein and which are traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as follows, to wit:

Description of profile grade 19 feet left of the engineer's survey line in north bound traffic lane, Oregon Coast Highway, on Front Street North, from the north city limits of Coos Bay to a point 34 feet northerly from the center line of Greenwood Avenue: Beginning at grade elevation 7.87 at the north city limits of Coos Bay at engineer's survey station 225+10; thence on a 60-foot vertical grade curve to elevation 7.81 at engineer's survey station 225+30, 20 feet southerly from the north city limits of Coos Bay; thence to elevation 7.34 at engineer's station 226+25, 115 feet southerly from the north city limits of Coos Bay; thence on a 300-foot vertical grade curve to elevation 6.81 at a point 23 feet northerly from the center line of Pine Avenue; thence to elevation 6.84 at the center line of Pine Avenue; thence to elevation 6.92 at a point 67 feet southerly from the center line of Pine Avenue; thence on a 100-foot vertical grade curve to elevation 6.89 at a point 167 feet southerly from the center line of Pine Avenue; thence to elevation 6.64 at a point 51 feet northerly from the center line of Orchard Avenue; thence on a 300-foot vertical grade

curve to elevation 6.57 at the center line of Orchard Avenue; thence continuing on a 300-foot vertical grade curve to elevation 6.82 at a point 249 feet southerly from the center line of Orchard Avenue; thence to elevation 6.84 at a point 80 feet northerly from the center line of Myrtle Avenue; thence on a 280-foot vertical grade curve to elevation 7.14 at the center line of Myrtle Avenue; thence continuing on a 280-foot vertical grade curve to elevation 6.86 at a point 200 feet southerly from the center line of Myrtle Avenue; thence to elevation 6.69 at a point 100 feet northerly from the center line of Kingwood Avenue; thence on a 200-foot vertical grade curve to elevation 6.53 at the center line of Kingwood Avenue; thence continuing on a 200-foot vertical grade curve to elevation 6.60 at a point 100 feet southerly from the center line of Kingwood Avenue; thence to elevation 6.82 at a point 150 feet northerly from the center line of Juniper Avenue; thence on a 300-foot vertical grade curve to elevation 6.99 at the center line of Juniper Avenue; thence continuing on a 300-foot vertical grade curve to elevation 6.90 at a point 150 feet southerly from the center line of Juniper Avenue; thence to elevation 6.64 at a point 162 feet northerly from the center line of Ivy Avenue; thence on a 200-foot vertical grade curve to elevation 6.68 at the center line of Ivy Avenue; thence continuing on a 200-foot vertical grade curve to elevation 6.59 at a point 38 feet southerly from the center line of Ivy Avenue; thence to elevation 7.36 at a point 209.13 feet southerly from the center line of Ivy Avenue; thence on a 200-foot vertical grade curve to elevation 7.35 at a point 409.13 feet southerly from the center line of Ivy Avenue; thence to elevation 7.15 at a point 316 feet northerly from the center line of Hemlock Avenue; thence on a 500-foot vertical grade curve to elevation 6.83 at the center line of Hemlock Avenue; thence continuing on a 500-foot vertical grade curve to elevation 7.16 at a point 184 feet southerly from the center line of Hemlock Avenue; thence to elevation 7.66 at a point 134 feet northerly from the center line of Greenwood Avenue; thence on a 200-foot vertical grade curve to elevation 7.80 at a point 34 feet northerly from the center line of Greenwood Avenue.

Description of profile grade, 11 feet right of the engineer's survey line in north bound traffic lane, Oregon Coast Highway, on Front Street North and North Broadway: Beginning at grade elevation 7.72 at a point 34 feet northerly from the center line of Greenwood Avenue; thence on a 200-foot vertical grade curve to elevation 7.70 at the center line of Greenwood Avenue; thence continuing on a 200-foot vertical grade curve to elevation 7.56 at a point 66 feet southerly from the center line of Greenwood Avenue; thence to elevation 7.11 at a point 215 feet southerly from the center line of Greenwood Avenue; thence on a 70-foot vertical grade curve to elevation 7.77 at a point 285 feet southerly from the center line of Greenwood Avenue; thence to elevation 8.20 at a point in North Broadway approximately 78 feet northerly from the north line of Fir Avenue

are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

Passed by the Common Council of the City of Coos Bay, Coos County, Oregon, this 10th day of December, 1945.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and/or maintenance.

Attest:

H. Oscar Gilbertsen
City Recorder

Edw E. Fitzgerald
Mayor

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Coos Bay, Coos County, Oregon, on the 10th day of December, 1945, at the regular or special meeting of said Common Council.

Dated this 11th day of December, 1945.

H. Oscar Gilbertsen
City Recorder

Project F 141 (11)
S-43-B
1945

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Coos Bay, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

A relocation of the Oregon Coast Highway on Front Street North from the north city limits of Coos Bay, southerly to a point in North Broadway approximately 75 feet northerly from the north line of Fir Avenue

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said highway until and unless the said City of Coos Bay will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Coos Bay, Coos County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, which will permanently or unduly interfere with the free and convenient flow of

traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Coos Bay, Coos County, Oregon, this 10th day of December, 1945.

Attest:

H. Oscar Sulovsen
City Recorder

Edw E. Fitzwalter
Mayor

- - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Coos Bay, Coos County, Oregon, on the 10th day of December, 1945, at the regular or special meeting of said Common Council.

Dated this 11th day of December, 1945.

H. Oscar Sulovsen
City Recorder

CITY OF COOS BAY

Coos Bay, Oregon

C
O
P
Y

December 11, 1945

Mr. Oscar Cutler
Engineer, County & City Relations
State Highway Commission
Salem, Oregon

Dear Mr. Cutler:

Approval was given by the City Council of Coos Bay at the regular meeting last night, for the grade and encroachment resolutions and they are being placed in the mail today.

Can you tell me whether or not it is possible for us to obtain some information relative to the future plans of your department as to widening on our main street of South Broadway?

We are planning lighting improvements on South Broadway to the South City limits, and as it is not known when this construction will be completed, would like very much to have our plans for future lighting conform with the highway when completed.

Also, is it possible that the State can give us some financial assistance in carrying out this lighting program?

I will appreciate any information which you can give us on this matter.

Yours very truly,

(sgd) Harry C. McCrea
City Manager

HCMc/a

5-23-744

2768

November 30, 1945

Mr. Harry C. McCrea
City Manager
Coos Bay, Oregon

Dear Mr. McCrea:

The State Highway Commission will call for bids on the improvement of the Oregon Coast Highway in North Bend and Coos Bay on Friday, December 14, 1945, and if satisfactory bids are received plan to award the contract.

In connection with the proposed improvement, it is required that the City Council of Coos Bay approve the grades established by the State Highway Commission for the improvement. We are, therefore, sending you four copies of a grade resolution in which the grades which have been established on this street by the survey are indicated.

There are also being forwarded to you six copies of a resolution relative to encroachments and traffic required by the Federal Government where Federal funds are being expended for improvement in municipalities.

I believe that the Council will meet on the 10th of December, and it would be much appreciated if the Council could take action on these two resolutions at that time, as it is a requirement of the State Highway Commission and the Federal Government that grade resolutions and encroachment resolutions be approved by the city before the contract can be awarded.

If the resolutions are approved by the Council, all four copies of the grade resolution should be signed by the mayor and the city recorder, one copy retained for the city's records, and three copies mailed to the State Highway Commission, attention of Oscar Cutler, Engineer County and City Relations, at Salem, and with regard to the encroachment resolution one copy should be retained by the city after they have been signed by the mayor and recorder, and five copies mailed to this office.

We usually try to get these resolutions to the cities so that the city officials will have more time, but this project has been advanced from January to December and the plans have just been completed.

If the Council does approve the resolutions, I would appreciate the receipt of a letter from you advising that they have been approved, if there is not sufficient time to get them signed by the mayor and recorder and in the mail to reach Salem by the 13th of December.

Under separate cover, we are sending you a set of the plans of the proposed improvement, both in North Bend and in Coos Bay. These plans are for the city's records.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County & City Relations

OC:me

Encl.

Form E-1—8M—8-44

F 141(11)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan 26th, 1946, 19....

Section North Bend - Coos Bay

Highway Oregon Coast

Contractor Porter W. Yett

Date of contract Dec. 29, 1945, 19....

Date work started ....., 19....

Amount of contract . . . . . $ 459,472.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 480,000.00

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date, $ 1200.00, ½ of 1 %

Kind of work Grading and Paving

Section prefix 6 - 1028

Contract number 2768

Date of completion Oct. 31, 1947, 19....

Estimated date of completion Oct. 31, 1947, 19....

Per cent of time elapsed 4 %

Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Now have all the centerline points in. Will now run the curves and stake the Ctr line then reference the points. Rain most of the week slowed our progress.

Geo. Wood away on sick leave, expected back on the 28th.

RECEIVED

Signed C C Gall

Address North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.28				
Miles partially completed	None				
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date	None				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Cloudy		
Wednesday	Rain		
Thursday	Rain		
Friday	Rain		
Saturday	Fair		

STATE PRINTING DEPT.

RECEIVED
JAN 22 1946
FOR FILING

F 141 (11)

January 21, 1946

Continental Casualty Company,
Tate, Westenfelder & Berg, Inc., Agents
Wilcox Building
Portland 4, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2768 which was awarded to Porter W. Yett by the State Highway Commission on December 29, 1945, covering grading and paving on the North Bend-Coos Bay Section of the Oregon Coast Highway.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Gladmyer
Secretary

el

Sent by Express 1-21-46
JC

F 141 (11)

January 21, 1946

Mr. Porter W. Yett
6500 N.E.Ainsworth Street
Portland 13
Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2768 which was awarded to you on December 29, 1945, by the State Highway Commission, covering grading and paving on the North Bend-Coos Bay Section of the Oregon Coast Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glasgyer
Secretary

gl

Sent by Express 1-21-46 gl

Form E-1—5M—6-44

F 141 (11)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan. 19, 1946, 19....

Section North Bend - Coos Bay

Highway Oregon Coast

Contractor Porter W. Yett

Date of contract Dec. 29, 1945, 19....

Date work started ....., 19....

Amount of contract . . . . . $ 459,472.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 480,000.00

Per cent of contract completed, based on total contract price . . . . . 3 %

Engineering cost to date, $ 550.00, .01 %

Kind of work Grading & Paving

Section prefix 6 - 1028

Contract number 2768

Date of completion Oct. 31, 1947, 19....

Estimated date of completion Oct. 31, 1947, 19....

Per cent of time elapsed ..... %

Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Start re-tracing the centerline. Progress is slow. Find very few stakes or points of the original survey, what have been found are baddly rotted.

Cameron & Swanson, chainman, start this week.

Geo. Wood off on sick leave.

NOTED
RAY WEBBER

NOTED
E A PEASE

RECEIVED

Signed .....

Address North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.28				
Miles partially completed	None				
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date	None				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Cloudy		
Tuesday	Fair		
Wednesday	Fair		
Thursday	"		
Friday	Rain		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
JAN 22 1946
FOR FILING
F 14 (11

Salem, Oregon
January 17, 1946

Mr. H. G. Smith
Construction Engineer
O F F I C E

Dear Sir:

We are handing you herewith two fully executed copies of the agreement between the State Highway Commission and the Peoples Water and Gas Company of Coos Bay which covers the proposed re-arrangement of water mains and pipes between North Bend and Coos Bay.

These copies are for your records and files.

Very truly yours,

C. S. McCullough
Assistant State Highway Engineer

JMcM
Enclosures - 2
cc - E. E. Probert

FORM E-99 25M 4-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1946

SUBJECT: Agreement with Peoples Water and Gas Company

To:

Mr. C. B. McCullough

I hand you herewith three copies of an agreement between the State Highway Commission and the Peoples Water and Gas Company of Coos Bay covering re-arrangement of water mains and pipes between North Bend and Coos Bay. These are for disposition as you see fit.

The original of this agreement I have kept for the Commission's records and files and have sent one copy to the Peoples Water and Gas Company.

H. H. Seavey

Secretary

cc
Attach.

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 1946, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called the "State", party of the first part, and the PEOPLES WATER AND GAS COMPANY, a Delaware corporation authorized to transact business in the State of Oregon, hereinafter called the "Corporation", party of the second part;

W I T N E S S E T H :

RECITALS:

1. The State Highway Commission has selected portions of Sherman Avenue, Washington Avenue, Stanton Avenue, Railroad Avenue and Tremont Street in the City of North Bend, and Tremont Street between the City of North Bend and the City of Coos Bay, and North Front Street and North Broadway in the City of Coos Bay over which to route the Oregon Coast Highway.

2. The State contemplates the further improvement of said streets and avenues, to wit: the widening and resurfacing of the same from the intersection of Washington Avenue with Sherman Avenue in the City of North Bend to the intersection of North Broadway with North Front Street in the City of Coos Bay (Station 143+50) to Station 263+88.4).

3. The Corporation is a public utility and as such has been servicing the City of North Bend, the City of Coos Bay and adjacent areas with water for domestic and fire-protection purposes.

4. Included in the Corporation's facilities and equipment is a water main which is now laid along the now existing pavement, but which main, when said improvement is completed, will be beneath the pavement surface of the street proper.

5. For the most part the existing water main is constructed of wood and is about twenty years old. It would endanger the new pavement if not removed.

6. It is the judgment of the State and the Corporation that the said water main between Sherman Avenue in North Bend and North Broadway in Coos Bay should be taken up and reinstalled at a new location so that when said street improvements are completed said water main will for the most part be located at the outer margin of the new pavements.

7. It is also the judgment of the State and the Corporation that any of the water mains which may be reinstalled beneath the new pavement shall be either cast iron pipe or galvanized iron pipe.

8. The parties have agreed with respect to the removal and reinstallation of said pipe line.

NOW, THEREFORE, the premises being as stated generally in the foregoing recitals, it hereby is agreed by and between these parties as follows:

THINGS TO BE DONE BY THE CORPORATION:

1. Rearrange the water mains and pipes in accordance with the following schedule:

(a) At the intersection of Sherman Avenue with Washington Avenue in North Bend take up and reinstall the hydrant at the southeast corner of the intersection and extend 6-inch main westward so far as State work extends and make connection to Theatre Service. This extension and connection not to be made unless State work requires removal of existing pavement.

(b) Station 154+80: Reinstall main across existing pavement.

(c) Station 154+80 to Station 159: Install main at west edge of existing pavement.

(d) Station 157+35: Install pipe across new pavement.

(e) Station 162+10: Install pipe across new pavement.

(f) Station 173+50: Install pipe across new pavement and connect in a suitable manner to the pumping station and to the existing 4-inch pipe up Delaware Avenue.

(g) From Station 175+00 to Station 207: Install 14-inch main diagonally across highway from Station 175+00 to Station 178+75, thence along west side of highway from Station 178+75 to Station 207.

(h) Station 176+00: Install 6-inch lateral.

(i) Station 179+75: Install 6-inch lateral to connect with 14-inch main.

(j) Station 179+75: Connect 2-inch pipe on west to main.

(k) Station 180+75: Connect 2-inch pipe with main.

(l) Station 183+00: Connect 2-inch pipe with main.

(m) Station 185+75: Install 6-inch main east across highway and road connection.

(n) Station 186: Connect 2-inch pipe on west side.

(o) Station 188+50: Connect 2-inch pipe on west side.

(p) Station 191+40: Connect 2-inch pipe to both east and west side.

(q) Station 194+85: Connect 2-inch pipe to east side.

(r) Station 197+90: Connect 2-inch pipe to east side.

(s) Station 200+35: Connect 4-inch main to east side.

(t) From Station 214+20 to Station 218+20: Relay 14-inch main on west side of highway.

(u) From Station 257+00 to Station 262+75: Relay 8-inch main in center parking area, except that the new main will be connected to but shall not include the cast iron pipe now in place.

(v) Reinstall meter boxes and services at such locations as the construction of the highway makes necessary.

(w) Salvage all pipe which has been replaced.

2. The Company shall, at its own expense, provide and furnish the following things and services:

(a) All pipes, valves, tees, wyes, fire hydrants and all other supplies and accessories which may become a part of the permanent installation.

(b) Bear the expense of providing any additional water lines, connections and/or facilities which are in addition to those now existing.

(c) Assume all the cost of all material and labor for any temporary water lines which the Corporation may deem necessary to provide adequate service during the time required to rearrange the water mains and connections in their permanent location.

(d) Keep an exact record of all disbursements and especially of all payroll accounts, and make available to the State Highway Commission, or its Engineer, for inspection at convenient times all records, timebooks, or other data with respect to such disbursements.

(e) Prepare and submit to the Highway Commission upon completion of said work an itemized statement of all disbursements for labor, including salary or wages paid to foreman. There shall also be included in said statement in itemized form all expenditures for insurance, such as state industrial accident insurance, social security and unemployment insurance, and public liability and property damage insurance. There shall not, however, be included in such statement any item for office expense, warehouse charges, costs of right of way, and costs of materials, transportation charges, small tool rental, expense accounts, tools, miscellaneous supplies and/or any overhead charges.

3. The work to be done by the Corporation shall be done in such manner and at such times as will not interfere with the work and operation of the State's contractor holding a contract for the improvement or reconstruction of said streets, but in any event the work shall be completed not later than the _____ day of _____ 194__.

THINGS TO BE DONE BY THE STATE:

1. Indicate or designate the exact location along the said street where said water main and facilities are to be reinstalled, and provide the Corporation with such engineering data as may be necessary at any time with

respect to said location.

2. Reimburse the Corporation upon the completion of said work and the furnishing of a satisfactory itemized statement thereof for all expense incurred by the Corporation with respect to labor incident to the taking up and relaying of said water main and facilities. The amount of reimbursement to be made by the State shall be determined by an examination of the itemized statement furnished by the Corporation and an inspection of the books and records of the Corporation. It is expressly understood, however, that the State shall be under obligation to reimburse the Corporation only for items properly classified as labor, including foreman, and for items falling under the heading of insurance heretofore enumerated.

3. The State at its option may with its own forces or by contract dig or make necessary excavations for all new trenches required under this contract for the readjustment of the Corporation's facilities.

GENERAL PROVISION:

Both the State and the Corporation agree that nothing contained in this agreement will nullify or release the Corporation from any obligations it has assumed under the terms of the various franchises under which it operates.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day and year first above written.

ATTEST:

_____
Secretary

APPROVED:

_____
State Highway Engineer

APPROVED:

_____
Chief Counsel

STATE OF OREGON, by and through its State Highway Commission,

By_____
As Chairman

By_____
As Commissioner

By_____
As Commissioner

Party of the First Part

ATTEST:

_____

PEOPLES WATER AND GAS COMPANY

By_____
Vice-President

By_____
Assistant Secretary

Party of the Second Part

KRL
JHDiPW
12/19/45

RECEIVED
JAN 16 1946
FOR FILING

E141-11

#3768

January 15, 1946

Peoples Water and Gas Company
Coos Bay
Oregon

Gentlemen:

I hand you herewith for your records and files an executed copy of your agreement with the State Highway Commission covering re-arrangement of your water mains and pipes on certain city streets between the city of North Bend and the city of Coos Bay as is required by the state highway construction between these points.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBGsec
Enc.

RECEIVED
JAN 18 1946
FOR FILING

Salem, Oregon
January 15, 1946

Agreement with Peoples
Water and Gas Company

Mr. C. B. McCullough

I hand you herewith three copies of an agreement between the State Highway Commission and the Peoples Water and Gas Company of Coos Bay covering re-arrangement of water mains and pipes between North Bend and Coos Bay. These are for disposition as you see fit.

The original of this agreement I have kept for the Commission's records and files and have sent one copy to the Peoples Water and Gas Company.

Secretary

cc
Attach.

PORTER W. YETT

General Liab ility Policy No. GPL 4273800 written by Continental Casualty Co. to Southern Pacific Co. and Western Union covering North Bend-Coos Bay contract No. 2768.

Expires 12-15-46

Certificate of Ins. covering above policy — Expires 12-15-48

Certificate of Insurance Policy No. CIA 3730673 written by Continental Casualty Co. to Porter W. Yett covering all his operations

Expires 3-1-46

Certificate of Insurance Policy No. CIA 3730694 written by Continental Casualty Co. to Porter W. Yett covering all his operations.

Expires 3-1-47

F-141(1)

OF INSURANCE

Commission

have been issued by the Continental Casualty Company and

Ainsworth, Portland 18, Oregon

Public Liability

Policy Number CIA 3730694

Effective Date March 1, 1946

Expiration Date March 1, 1947

Limits of Liability			
	B.I.	$ 100000-	each person
		$ 200,000-	each accident
		$	aggregate
	P.D.	$ 25,000.	each accident
		$ 50,000.	aggregate

Description and Location of Operations or Work Covered

Comprehensive liability policy which covers all of the operations of the insured including all of his sub-contractors.

licies the Continental Casualty Company will make all reasonable effort er at the address shown herein, but the Continental Casualty Company notice. Nothing herein contained shall be considered as in any wise

th day of January 19 46

CONTINENTAL CASUALTY COMPANY,
TATE, WESTENFELDER & BERG, INC.

By

Form M419D

CERTIFICATE OF INSURANCE

To Oregon State Highway Commission

Address Salem, Oregon

THIS IS TO CERTIFY that the following policies have been issued by the Continental Casualty Company and are in force at the date indicated below.

Name of Assured Porter W. Yett

P. O. Address of Assured 6500 N. E. Ainsworth, Portland 18, Oregon

Workmen's Compensation

Policy Number

Effective Date

Expiration Date

Limits { Workmen's Compensation $ Statutory
Occupational Disease $

Description and Location of Operations or Work Covered

Public Liability

Policy Number CLA 3730084

Effective Date March 1, 1946

Expiration Date March 1, 1947

Limits of Liability { B.I. { $100000- each person
$200,000- each accident
$ aggregate
P.D. { $ 25,000. each accident
$ 50,000. aggregate

Description and Location of Operations or Work Covered

Comprehensive liability policy which covers all of the operations of the insured including all of his sub-contractors.

In the event of any material change in or cancellation of said policies the Continental Casualty Company will make all reasonable effort to send notice of such change or cancellation to the certificate holder at the address shown herein, but the Continental Casualty Company assumes no responsibility for any mistake or for failure to give such notice. Nothing herein contained shall be considered as in any wise modifying any provision of said policies.

Dated at Portland, Oregon this 9th day of January 19 46

CONTINENTAL CASUALTY COMPANY,
TATE, WESTENFELDER & BERG, INC.

By

Form M419D

CERTIFICATE OF INSURANCE

To Oregon State Highway Commission

Address Salem, Oregon

THIS IS TO CERTIFY that the following policies have been issued by the Continental Casualty Company and are in force at the date indicated below.

Name of Assured Porter W. Yett

P. O. Address of Assured 6500 N. E. Ainsworth, Portland 13, Oregon

Workmen's Compensation

Policy Number

Effective Date

Expiration Date

Limits { Workmen's Compensation $ Statutory
Occupational Disease $

Public Liability

Policy Number CLA 3730873

Effective Date March 1, 1945

Expiration Date March 1, 1946

Limits of Liability { B.I. { $ 100,000 each person / $ 200,000 each accident aggregate
P.D. { $ 25,000 each accident / $ 50,000 aggregate

Description and Location of Operations or Work Covered

Description and Location of Operations or Work Covered

Comprehensive liability policy which covers all of the operations of the insured including all of his sub-contractors.

In the event of any material change in or cancellation of said policies the Continental Casualty Company will make all reasonable effort to send notice of such change or cancellation to the certificate holder at the address shown herein, but the Continental Casualty Company assumes no responsibility for any mistake or for failure to give such notice. Nothing herein contained shall be considered as in any wise modifying any provision of said policies.

Dated at Portland, Oregon this 9th day of January 19 46

CONTINENTAL CASUALTY COMPANY,

By TATE, WESTENFELDER & BERG, INC.

A. J. Westenfelder

Form M419D

CONTINENTAL CASUALTY COMPANY

General Office: Chicago

INCORPORATED BY THE STATE OF INDIANA AS A STOCK COMPANY

HEREINAFTER CALLED THE COMPANY

DECLARATIONS

Policy No. GPL-4273800 ~~4273802~~

Statement 1. Name of Insured (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY

P. O. Address (1) Pacific Building, Portland, Oregon; (2) 239 S. W. Broadway, Portland, Oregon (No., Street, City, State)

The Insured is Corporations (Individual, Co-partnership, Corporation, Estate or Trustee)

The Insured's business is (1) Railroad (2) Telegraph Company

Statement 2. Policy Period: From December 15, 1945 to December 15, 1946 12:01 A.M., Standard Time at the address of the named insured as stated herein.

Statement 3. Coverage	Bodily Injury Liability	Premium
A	Owners', Landlords' & Tenants'	$
B	Contractors' & Manufacturers'	
C	Owners' or Contractors' Protective	2895.30
D	Elevators	
E	Products	
F	Contractual	
G	Theatre	
H	Teams	
		$ 2895.30
		$ 1852.08
		$ 4747.38

past two years,

..... is due

..... on the first

CONTINENTAL CASUALTY COMPANY
GENERAL OFFICE: CHICAGO

Policy No. GPL-4273800 Issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY

Countersigned and issued at the office of the Company at Portland, City

Oregon this 28th day of December 19 45

Parker H. Lyman
Resident Licensed Agent

Form M 1090A

, INC.

CONTINENTAL CASUALTY COMPANY

General Office: Chicago

INCORPORATED BY THE STATE OF INDIANA AS A STOCK COMPANY

HEREINAFTER CALLED THE COMPANY

DECLARATIONS

Policy No. GPL 4273300 ~~xxxxxxxxx~~ 4273802

Statement 1. Name of Insured (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY

P. O. Address (1) Pacific Building, Portland, Oregon; (2) 239 S. W. Broadway, Portland, Oregon (No., Street, City, State)

The Insured is Corporations (Individual, Co-partnership, Corporation, Estate or Trustee)

The Insured's business is (1) Railroad (2) Telegraph Company

Statement 2. Policy Period: From December 15, 1945 to December 15, 1946
12:01 A.M., Standard Time at the address of the named insured as stated herein.

Statement 3. Coverage	Bodily Injury Liability	Premium
		$
A	Owners', Landlords' & Tenants'	
B	Contractors' & Manufacturers'	
C	Owners' or Contractors' Protective	2895.30
D	Elevators	
E	Products	
F	Contractual	
G	Theatre	
H	Teams	
	Total Advance B. I. Premium	$ 2895.30
	Property Damage	$ 1852.08
	Total Advance Premium	$ 4747.38

Statement 4. No company has canceled or refused to issue or renew insurance on the risk herein described during the past two years, except as follows: No exceptions

Statement 5. If this policy is issued for a period of three years the Total Premium for the policy period of $____ is due and payable as follows: $____ on or before the effective date of this policy; $____ on the first anniversary and $____ on the second anniversary.

Date of Issue
December 28, 1945
DL

Countersigned by
TATE, WESTENFELDER & BERG, INC.
H. T. Westenfelder
Licensed Resident Agent.

Form M 1941-E
445

CONTINENTAL CASUALTY COMPANY

General Office: Chicago

DOES HEREBY AGREE

To insure the herein named Insured against loss in accordance with the coverage endorsement(s) attached hereto and forming a part hereof.

Defense, Settlement, Supplementary Payments It is further agreed that as respects insurance afforded by this policy the company shall: (a) defend in his name, and behalf any suit against the insured alleging such loss and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company shall have the right to make such investigation, negotiation and settlement of any claim or suit as may be deemed expedient by the company; (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the insured in any such suit, all expenses incurred by the company, all interest accruing after entry of judgment until the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon, and expenses incurred by the insured, in the event of bodily injury, for such immediate medical and surgical relief to others as shall be imperative at the time of accident. The company agrees to pay the amounts incurred under divisions (a) and (b) of this section in addition to the applicable limit of liability of this policy.

Definition of Insured The unqualified word "Insured" wherever used includes not only the named Insured but also any partner, executive officer or director thereof while acting within the scope of his duties as such.

Limits As respects each coverage endorsement attached to this policy the liability of the Company for loss, including damages for care and loss of services, arising out of bodily injury, sickness of disease, including death at any time resulting therefrom sustained by one person in any one accident is limited to the amount stated in the schedule of the applicable coverage endorsement as the limit for "each person," and, subject to that limit for each person, the total liability of the Company for loss, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons in any one accident is limited to the amount stated in the schedule of the applicable coverage endorsement as the limit for "each accident," provided, however, that if any loss is covered by more than one coverage endorsement attached to this policy, the limit of the Company's liability under each such coverage endorsement shall be as stated therein. The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.

Assault Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

Exceptions This policy does not apply to (1) bodily injury, sickness, disease or death sustained by any employee of the Insured while engaged in the employment of the Insured or any obligation for which the Insured may be liable under any Workmen's Compensation law; (2) the ownership, maintenance or use of any aircraft by or in the interest of the Insured; (3) the ownership, maintenance or use while away from the premises insured hereunder of: (a) boats or dogs; (b) draft or saddle animals; (c) animal drawn or power driven vehicles, including vehicles attached thereto, or the loading or unloading thereof; (d) vehicles from which merchandise is sold and (e) any other vehicle while rented to another; (4) accidents caused by any person employed in violation of law as to age or under the age of fourteen years (sixteen as to elevator operators) if there is no legal age limit; (5) accidents occurring elsewhere than in the United States (excluding Alaska, the insular possessions of the United States and Panama Canal Zone) and Canada; (6) liability imposed upon the Insured by any laws or ordinances pertaining to the sale, gift, distribution or use of alcoholic beverages; (7) liability assumed by the Insured under any contract or agreement. Exceptions 1, 2, 3, 4 and 7 do not apply to Coverage Endorsement F.

Conditions This insurance is subject to the following conditions and failure on the part of the Insured to comply with any of said conditions shall forfeit the right of the Insured or of any judgment creditor of the Insured to recovery hereunder.

1. Notice of Accident Upon the occurrence of an accident written notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonable obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

2. Notice of Claim or Suit If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

3. Assistance and Cooperation of the Insured The Insured shall cooperate with the Company and, upon the Company's request shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits; and the Company shall reimburse the Insured for expenses, other than loss of earning, incurred at the Company's request. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.

4. Premium The premium for this policy shall be calculated in accordance with the provisions of each of the coverage endorsements attached thereto.

In consideration of the premium charge and notwithstanding anything to the contrary contained in the policy or in the endorsements attached

any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.

4. Premium The premium for this policy shall be calculated in accordance with the provisions of each of the coverage endorsements attached thereto.

In consideration of the premium charge and notwithstanding anything to the contrary contained in the policy or in the endorsements attached thereto, it is hereby understood and agreed:

(a) That this policy and the endorsements attached thereto, are extended to cover all loss from the liability imposed upon the insured by law, for damages on account of bodily injuries (including death at any time resulting therefrom) suffered or alleged to have been suffered during the term of the policy by any person or persons (including employees of the insured) and any injury to or destruction of property (including property owned, leased, occupied by, or used by, or in the care, custody or control of the insured or any of the insured's employees), resulting from or in any manner growing out of the operations, acts, or omissions of any contractor or sub-contractor, its agents or employees, by reason of the prosecution of the work described in this policy.

(b) That the company will defend in the name of and on behalf of the insureds any such claims for damages against the insureds, whether groundless or not.

(c) It is further understood and agreed that this policy and the endorsements attached thereto do not cover the insured's liability resulting from the insured's sole negligence.

(d) The word "Contractor" as used in the policy or in the endorsements attached thereto, refers to the contractor named in the contract covering the construction of the project referred to in this policy, and the word "Sub-contractor" refers to any sub-contractor of the aforesaid contractor.

This endorsement is attached to and made a part of Policy No. GPL-4273800 issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY. It takes effect at 12:01 A.M., Standard Time, at place of issue December 15, 1945, expires concurrently with the policy to which it is attached and is subject to all the conditions and provisions of said policy not inconsistent herewith.

In Witness Whereof, the Continental Casualty Company has caused this endorsement to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

Roscoe McClark
Secretary

Roy Tuckett
President

Countersigned and issued at Portland, Oregon

this 28th day of December, 1945 By Parker H. Lyman
Licensed Resident Agent.

Form M3698

QUINTUPLICATE

R 3081878

CANCELLATION OR CHANGE

It is agreed that cancellation of this policy may not be effected until thirty days after notice has been given to Oregon State Highway Commission and no material change or alteration of the policy will be made without the Commission's written consent.

This endorsement is attached to and made a part of Policy No. GPL-1275000 issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY. It takes effect at 12:01 A.M., Standard Time, at place of issue December 15, 1945, expires concurrently with the policy to which it is attached and is subject to all the conditions and provisions of said policy not inconsistent herewith.

In Witness Whereof, the Continental Casualty Company has caused this endorsement to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

Roscoe McClark
Secretary

Roy Tinkham
President

Countersigned and issued at Portland, Oregon

this 20th day of December, 1945 By Parker F. Lyman
Licensed Resident Agent.

Form M3618

QUINTUPLICATE

R 3081877

Item 1. Premises at which operations covered hereunder are to be performed.
Oregon Coast Highway between City of North Bend and City of Coos Bay, State of Oregon

Item 2. The description of the work covered by this endorsement, the estimated total cost of such work, (including labor, materials and all commissions, bonuses and allowances) the premium rate and the estimated premium are as follows:

Description of Work Covered by this Endorsement	Estimated Total Cost of Work for Policy Period	Rate per $100 of Cost	Estimated Premium
Federal Project Number F-14 (11) Work performed by Porter W. Yett and his contractors or sub-contractors for State of Oregon, Highway Department Code 0517	Up to and including $500,000 $ 459,572.00	$ .63	$ 2895.30
	From $500,000 up to and including $1,000,000 $	$	
	Over $1,000,000 $	$	
Minimum Premium $ 65.00	Advance Premium for Endorsement		$ 2895.30

Item 3. Limits of liability: $ 100,000.00 each person; $ 300,000.00 each accident.

Item 4. The Insured is (Owner or Contractor) Railroad and Telegraph Company

Item 5. The Insured, if owner, will exercise no supervision or control over the work covered by this endorsement and does not and will not employ any superintendent, watchman, laborer or other person who goes upon or about the above described premises for any purpose, except as follows:
as may be necessary

Item 6. The estimated total cost of work to be retained and done by the Insured, if any, is:
none

Item 7. The Insured will furnish materials, machinery, tools or equipment to be used in connection with the work covered by this endorsement, as follows:
as may be necessary

Item 8. No wrecking or demolition work will be performed, except as follows:
No exceptions

Item 9. If this endorsement is issued for a period of three years the Total Premium for the endorsement period of $____ is due and payable as follows: $____ on or before the effective date of this endorsement; $____ on the first anniversary and $____ on the second anniversary.

This endorsement is attached to and made a part of Policy No. GPL 4273000 issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) SOUTHERN PACIFIC RAILROAD COMPANY. It takes effect at 12:01 A. M., Standard Time at place of issue December 15, 1945, expires concurrently with the policy to which it is attached and is subject to all the conditions and provisions of said policy not inconsistent herewith.

Date of Issue: December 20, 1945

Countersigned by: Parker F. Lyman, Portland, Oregon
Licensed Resident Agent

SEE INSURING CLAUSE AND SPECIAL CONDITIONS ON OTHER SIDE

R 2872757 QUINTUPLICATE

injury to or destruction of property of every description, including resultant loss of use thereof, resulting from any accident occurring within the period this endorsement shall be in effect and under such circumstances as would make the Company liable under the Insuring Clause of any of the Coverage Endorsements attached to the policy if bodily injury or death had resulted from such accident, provided a property damage premium is shown opposite the applicable Coverage Endorsement in Item II hereof.

Item II. The premium for the coverage given by this endorsement shall be determined and paid in the same manner as the premium for the respective Coverage endorsements of said policy at the rates herein provided.

Coverage	Endorsement No.	Code No.	Rate	Property Damage Premiums
Coverage Endorsement A (Owners', Landlords' and Tenants')			$	$
Coverage Endorsement B (Contractors' and Manufacturers')				
Coverage Endorsement C (Owners' or Contractors' Protective)	R-2872757	0517	.403	1852.08
Coverage Endorsement D (Elevator)				
Coverage Endorsement E (Products)				
Coverage Endorsement F (Contractual)				
Coverage Endorsement G (Theatre)				
Coverage Endorsement H (Teams)				
Minimum Premium $ 60.38		Advance Premium for Endorsement	$	1852.08

Item III. The total liability of the Company under each coverage provided for herein on account of one accident or series of events proceeding from one common cause, including loss of use, is limited to Twenty-five Thousand and no/100 Dollars ($ 25,000.00), and subject to that limit for each accident the total liability of the Company under each of Coverages B, C and E of this endorsement for all accidents during the period each such coverage is in force is limited to Fifty Thousand and no/100- - - - Dollars, ($50,000.).

Item IV. This endorsement is subject to all the exceptions provided in the policy and each of the coverages hereunder is subject to all of the exceptions of the respective coverage endorsements applicable thereto and in addition thereto shall not apply to (1) under all Coverages, injury to or destruction of property owned, rented, occupied or used by or, except under Coverage F with respect to sidetrack agreements and Coverage D, in the care, custody or control of the Insured; (2) under Coverage B, (i) injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, nor injury to or destruction of property resulting therefrom, arising from the use of contractors' mechanical equipment operated for the purpose of excavating or drilling in streets or highways; (ii) injury to or destruction of property if due to blasting or explosions other than explosion of air or steam vessels or piping under pressure, prime movers, machinery or power transmitting equipment; (iii) the collapse of or structural injury to any building or structure due to (a) excavation, pile driving or caisson work; (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; (3) under Coverages A and B, injury to or destruction of buildings or contents thereof caused by

(a) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating, air conditioning or automatic sprinkler systems (including any other substance from automatic sprinkler systems), water storage tanks connected with plumbing or automatic sprinkler systems, elevator tanks and cylinders, standpipes for fire hose, or industrial or domestic appliances;

(b) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems;

(c) rain or snow admitted directly to interiors of buildings through defective roofs, leaders or spouting, or by open or defective doors, windows, skylights, transoms or ventilators

on or from premises owned or rented by the Insured; (4) under Coverage E, injury to or destruction of goods, products or completed work out of which the accident arises; (5) under Coverages A and B, injury to or destruction of premises alienated by the Insured out of which the accident arises.

Item V. This endorsement is attached to and made a part of Policy No. GPL 4275000 issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) SOUTHERN PACIFIC TELEGRAPH COMPANY It takes effect at 12:01 A. M., Standard Time at place of issue December 15, 1945, expires concurrently with the policy to which it is attached and is subject to all the conditions and provisions of said policy not inconsistent herewith.

In Witness Whereof, the CONTINENTAL CASUALTY COMPANY has caused this endorsement to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

Roscoe McClarke — Secretary

Roy Ingalls — President

Coverage Endorsement A (Owners', Landlords' and Tenants')			$	$
Coverage Endorsement B (Contractors' and Manufacturers')				
Coverage Endorsement C (Owners' or Contractors' Protective)	R-2872757	0617	.403	1858.00
Coverage Endorsement D (Elevator)				
Coverage Endorsement E (Products)				
Coverage Endorsement F (Contractual)				
Coverage Endorsement G (Theatre)				
Coverage Endorsement H (Teams)				
Minimum Premium $ 60.38			**Advance Premium for Endorsement**	$ 1858.00

Item III. The total liability of the Company under each coverage provided for herein on account of one accident or series of events proceeding from one common cause, including loss of use, is limited to Twenty-five Thousand and no/100 Dollars ($ 25,000.00), and subject to that limit for each accident the total liability of the Company under each of Coverages B, C and E of this endorsement for all accidents during the period each such coverage is in force is limited to Fifty Thousand and no/100- - - - Dollars, ($50,000.).

Item IV. This endorsement is subject to all the exceptions provided in the policy and each of the coverages hereunder is subject to all of the exceptions of the respective coverage endorsements applicable thereto and in addition thereto shall not apply to (1) under all Coverages, injury to or destruction of property owned, rented, occupied or used by or, except under Coverage F with respect to sidetrack agreements and Coverage D, in the care, custody or control of the Insured; (2) under Coverage B, (i) injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, nor injury to or destruction of property resulting therefrom, arising from the use of contractors' mechanical equipment operated for the purpose of excavating or drilling in streets or highways; (ii) injury to or destruction of property if due to blasting or explosions other than explosion of air or steam vessels or piping under pressure, prime movers, machinery or power transmitting equipment; (iii) the collapse of or structural injury to any building or structure due to (a) excavation, pile driving or caisson work; (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; (3) under Coverages A and B, injury to or destruction of buildings or contents thereof caused by

(a) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating, air conditioning or automatic sprinkler systems (including any other substance from automatic sprinkler systems), water storage tanks connected with plumbing or automatic sprinkler systems, elevator tanks and cylinders, standpipes for fire hose, or industrial or domestic appliances;

(b) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems;

(c) rain or snow admitted directly to interiors of buildings through defective roofs, leaders or spouting, or by open or defective doors, windows, skylights, transoms or ventilators

on or from premises owned or rented by the Insured; (4) under Coverage E, injury to or destruction of goods, products or completed work out of which the accident arises; (5) under Coverages A and B, injury to or destruction of premises alienated by the Insured out of which the accident arises.

Item V. This endorsement is attached to and made a part of Policy No. GPL 4273000 issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) SOUTHERN PACIFIC TELEGRAPH COMPANY It takes effect at 12:01 A.M., Standard Time at place of issue December 15, 1945 expires concurrently with the policy to which it is attached and is subject to all the conditions and provisions of said policy not inconsistent herewith.

In Witness Whereof, the CONTINENTAL CASUALTY COMPANY has caused this endorsement to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

Rollin McClark
Secretary

Roy Tomlinson
President

Countersigned and issued at Portland, Oregon

this 20th day of December By Parker B. Lyman
Resident Licensed Agent.

Form MI912C
444

R 3028520

COPY

5. Cancellation This policy may be cancelled in its entirety or as to any coverage endorsement at any time by either of the parties hereto upon written notice to the other stating when thereafter cancellation shall be effective and the date of termination by cancellation shall then be the end of the policy period as to any coverage so cancelled. If cancelled by the Company, five days' written notice delivered personally or mailed to the address of the Insured as it appears in the Declarations shall be sufficient. In event of cancellation by the Company of any or all of the coverage endorsements the Company shall receive a pro rata premium but not less than the pro rata amount of the minimum premiums stated in the schedules of the coverage endorsements so cancelled. If any or all of the coverage endorsements are cancelled by the insured, the Company shall receive a premium computed according to the short rate tables appearing hereon, but not less than the short rate amount of the minimum premiums stated in the schedules of the coverage endorsements so cancelled. The check of the Company or its Agents, mailed to the address of the Insured as given in the Declarations, shall be sufficient tender of unearned premium but if any premium is subject to audit no premium shall be returned until a statement upon which the actual premium can be computed as provided in the coverage endorsements attached hereto shall have been furnished to the Company and audited by the Company if it so desires.

6. Actions No action shall be maintained against the Company to recover a loss covered by this policy unless brought after the amount of such loss shall have been fixed either by a final judgment against the Insured or by agreement between the parties with the written consent of the Company. The Company shall be bound, however, as to such final judgment, not exceeding the limits of the policy, to pay and satisfy such judgment and to protect the Insured against the levy of any execution issued upon the same. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder. If any person or his legal representatives shall obtain final judgment against the Insured because of any such injuries and execution thereon is returned unsatisfied by reason of bankruptcy, insolvency or any other cause, or if such judgment is not satisfied within thirty days after it is rendered then such person or his legal representatives may proceed against the Company to recover the amount of such judgment, either at law or in equity but not exceeding the limit of this policy applicable thereto. If any time limitation of this policy conflicts with the law controlling this contract, the minimum period permitted by such law shall be considered as substituted for such limitation. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the Insured to determine the Insured's liability.

7. Subrogation In the event of any payment under this policy the Company shall be subrogated to all the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

8. Inspection Any of the Company's authorized representatives shall have the right and opportunity, whenever the Company so desires, to inspect at any reasonable time the premises covered hereunder and all of the ways, works, machinery and appliances thereof, but the Company assumes no responsibility by reason of such inspection or by the omission thereof.

9. Other Insurance If the Insured has other insurance against a loss covered by this policy the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability hereunder bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

10. Consideration This policy is issued in consideration of the premiums and statements appearing in the Declarations and schedules of the applicable coverage endorsements. The Insured by the acceptance of this policy represents that such statements are full, complete and true or, if estimates only, that they are believed to be true.

11. Alterations This policy shall constitute the entire contract between the Company and the Insured and no assignment of this policy, or of any claim thereunder, nor any change, waiver or extension of its terms shall be valid unless endorsed hereon and signed by the President or Secretary of the Company; nor shall notice to any agent, or knowledge possessed by any agent or other person, be held to effect a waiver or change of any part of this policy. But in the event of the death, insolvency or bankruptcy of the Insured within the policy period said policy for the unexpired portion of such period shall, except in event of cancellation, cover the legal representative of the Insured; provided that notice in writing is given to the Company within thirty days after the date of such death, insolvency or bankruptcy.

In Witness Whereof, THE CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

PRESIDENT

SECRETARY

Form M 1941-E
445

CONTINENTAL CASUALTY COMPANY

GENERAL LIABILITY POLICY

4273800

No. G P L. ~~4273802~~

1) SOUTHERN PACIFIC COMPANY
Issued to and/or (2) WESTERN UNION TELEGRAPH COMPANY

Expires December 15, 1946

Cont # 2768

TATE, WESTENFELDER & BERG, INC.
711 WILCOX BUILDING
PORTLAND OREGON
PHONE ATWATER 7886

Please Read Your Policy

Form M 1941-E 445 848

Short Rate Cancellation Table

Apply percentage opposite number of days or months the Policy has been in force upon premium for full Policy period and the result will be the premium earned to date of cancellation. Short rate premiums for periods not specifically named in this table must be charged at a rate proportionate to the rates charged for the next preceding and succeeding periods.

FOR TERM OF ONE YEAR

Period in Force	Per Cent. of Annual Prem.	Period in Force	Per Cent. of Annual Prem.
1 day	2	50 days	28
2 days	4	55 "	29
3 "	5	60 " or 2 months	30
4 "	6	65 "	33
5 "	7	70 "	36
6 "	8	75 "	37
7 "	9	80 "	38
8 "	9	85 "	39
9 "	10	90 " or 3 months	40
10 "	10	105 "	46
11 "	11	120 " or 4 months	50
12 "	11	135 "	56
13 "	12	150 " or 5 months	60
14 "	13	165 "	66
15 "	13	180 " or 6 months	70
16 "	14	195 "	73
17 "	15	210 " or 7 months	75
18 "	16	225 "	78
19 "	16	240 " or 8 months	80
20 "	17	255 "	83
25 "	19	270 " or 9 months	85
30 " or 1 month	20	285 "	88
35 "	23	300 " or 10 months	90
40 "	25	315 "	93
45 "	27	330 " or 11 months	95
		345 "	98
		360 " or 12 months	100

FOR TERM OF THREE YEARS

	Per Cent. of 3 yr. Prem.		Per Cent. of 3 yr. Prem.
1 month	7.4	19 months	55.4
2 months	11.1	20 "	58.
3 "	14.8	21 "	60.7
4 "	18.5	22 "	63.3
5 "	22.2	23 "	65.9
6 "	25.9	24 "	68.5
7 "	27.8	25 "	71.2
8 "	29.6	26 "	73.8
9 "	31.5	27 "	76.4
10 "	33.3	28 "	79.
11 "	35.2	29 "	81.7
12 "	37.	30 "	84.3
13 "	39.6	31 "	86.9
14 "	42.3	32 "	89.5
15 "	44.9	33 "	92.1
16 "	47.5	34 "	94.8
17 "	50.2	35 "	97.4
18 "	52.8	36 "	100.

CERTIFICATE OF INSURANCE

To OREGON STATE HIGHWAY COMMISSION

Address State Office Building

Salem, Oregon

THIS IS TO CERTIFY that the following policies have been issued by the Continental Casualty Company and are in force at the date indicated below.

Name of Assured SOUTHERN PACIFIC COMPANY and/or WESTERN UNION TELEGRAPH COMPANY

P. O. Address of Assured

Workmen's Compensation

Policy Number

Effective Date

Expiration Date

Limits { Workmen's Compensation $ Statutory
Occupational Disease $

Description and Location of Operations or Work Covered

Public Liability

Policy Number GPL-4273800

Effective Date December 15, 1945

Expiration Date December 15, 1946

Limits of Liability { B.I. { $100,000. each person / $200,000. each accident / $ nil aggregate
P.D. { $ 25,000. each accident / $ 50,000. aggregate

Description and Location of Operations or Work Covered

Federal Project Number F-14 (11)

In the event of any material change in or cancellation of said policies the Continental Casualty Company will make all reasonable effort to send notice of such change or cancellation to the certificate holder at the address shown herein, but the Continental Casualty Company assumes no responsibility for any mistake or for failure to give such notice. Nothing herein contained shall be considered as in any wis modifying any provision of said policies.

Dated at Chicago, Illinois this 28th day of December 1945

CONTINENTAL CASUALTY COMPANY,
TATE, WESTENFELDER & BERO, INC.

By

Form M419D

CERTIFICATE OF INSURANCE

To OREGON STATE HIGHWAY COMMISSION

Address State Office Building

Salem, Oregon

THIS IS TO CERTIFY that the following policies have been issued by the Continental Casualty Company and are in force at the date indicated below.

Name of Assured SOUTHERN PACIFIC COMPANY and/or WESTERN UNION TELEGRAPH COMPANY

P. O. Address of Assured

Workmen's Compensation

Policy Number

Effective Date

Expiration Date

Limits { Workmen's Compensation $ Statutory
Occupational Disease $

Description and Location of Operations or Work Covered

Public Liability

Policy Number GPL-4273800

Effective Date December 15, 1945

Expiration Date December 15, 1946

Limits of Liability { B.I. { $100,000. each person; $200,000. each accident; $ nil aggregate
P.D. { $ 25,000. each accident; $ 50,000. aggregate

Description and Location of Operations or Work Covered

Federal Project Number F-14 (11)

In the event of any material change in or cancellation of said policies the Continental Casualty Company will make all reasonable effort to send notice of such change or cancellation to the certificate holder at the address shown herein, but the Continental Casualty Company assumes no responsibility for any mistake or for failure to give such notice. Nothing herein contained shall be considered as in any wis modifying any provision of said policies.

Dated at Chicago, Illinois this 28th day of December 19 45

CONTINENTAL CASUALTY COMPANY,
TATE, WESTENFELDER & BERG, INC.

By H. F. Westenfelder

Form M419D

CONTINENTAL CASUALTY COMPANY

General Office: Chicago

INCORPORATED BY THE STATE OF INDIANA AS A STOCK COMPANY

HEREINAFTER CALLED THE COMPANY

DECLARATIONS

Policy No. GPL ~~4273800~~ 4273800

Statement 1. Name of Insured (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY

P. O. Address (No., Street, City, State)

The Insured is Corporations (Individual, Co-partnership, Corporation, Estate or Trustee)

The Insured's business is (1) Railroad (2) Telegraph Company

Statement 2. Policy Period: From December 15, 1945 to December 15, 1946
12:01 A.M., Standard Time at the address of the named insured as stated herein.

Statement 3. Coverage	Bodily Injury Liability	Premium
		$
A	Owners', Landlords' & Tenants'	
B	Contractors' & Manufacturers'	
C	Owners' or Contractors' Protective	2895.30
D	Elevators	
E	Products	
F	Contractual	
G	Theatre	
H	Teams	

$ 2895.30

$ 1852.08

$ 4747.38

past two years,

..... is due

..... on the first

BERG, INC.

CONTINENTAL CASUALTY COMPANY
GENERAL OFFICE: CHICAGO

Policy No. GPL-4273800 Issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY

Countersigned and issued at the office of the Company at Portland, (City)
Oregon this 28th day of December 19 45

Parker H. Lyman
Resident Licensed Agent

Form M 1090A

CONTINENTAL
General Office: Chicago
CASUALTY COMPANY

INCORPORATED BY THE STATE OF INDIANA AS A STOCK COMPANY

HEREINAFTER CALLED THE COMPANY

DECLARATIONS

Policy No. GPL 4273800

Statement 1. Name of Insured (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY

P. O. Address (No., Street, City, State)

The Insured is Corporations (Individual, Co-partnership, Corporation, Estate or Trustee)

The Insured's business is (1) Railroad (2) Telegraph Company

Statement 2. Policy Period: From December 15, 1945 to December 15, 1946 12:01 A.M., Standard Time at the address of the named insured as stated herein.

Statement 3. Coverage	Bodily Injury Liability	Premium
A	Owners', Landlords' & Tenants'	$
B	Contractors' & Manufacturers'	
C	Owners' or Contractors' Protective	2895.30
D	Elevators	
E	Products	
F	Contractual	
G	Theatre	
H	Teams	
	Total Advance B. I. Premium	$ 2895.30
	Property Damage	$ 1852.08
	Total Advance Premium	$ 4747.38

Statement 4. No company has canceled or refused to issue or renew insurance on the risk herein described during the past two years, except as follows: No exceptions

Statement 5. If this policy is issued for a period of three years the Total Premium for the policy period of $____ is due and payable as follows: $____ on or before the effective date of this policy; $____ on the first anniversary and $____ on the second anniversary.

Date of Issue

December 28, 1945

DL

Countersigned by

TATE, WESTENFELDER & BERG, INC.

H. G. Westenfelder

Licensed Resident Agent.

Form M 1941-E
447

shall be imperative at the time of the issuing

4. Premium The premium for this policy shall be calculated in accordance with the provisions of each of the coverage endorsements attached thereto.

In consideration of the premium charge and notwithstanding anything to the contrary contained in the policy or in the endorsements attached thereo, it is hereby understood and agreed;

(a) That this policy and the endorsements attached thereto, are extended to cover all loss from the liability imposed upon the insured by law, for damages on account of bodily injuries (including death at any time resulting therefrom) suffered or alleged to have been suffered during the term of the policy by any person or persons (including employees of the insured) and any injury to or destruction of property (including property owned, leased, occupied by, or used by, or in the care, custody or control of the insured or any of the insured's employees), resulting from or in any manner growing out of the operations, acts, or omissions of any contractor or sub-contractor, its agents or employees, by reason of the prosecution of the work described in this policy.

(b) That the company will defend in the name of and on behalf of the insureds any such claims for damages against the insureds, whether groundless or not.

(c) It is further understood and agreed that this policy and the endorsements attached thereto do not cover the insured's liability resulting from the insured's sole negligence.

(d) The word "Contractor" as used in the policy or in the endorsements attached thereto, refers to the contractor named in the contract covering the construction of the project referred to in this policy, and the word "Sub-contractor" refers to any sub-contractor of the aforesaid contractor.

This endorsement is attached to and made a part of Policy No. GPL-4273000 issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY. It takes effect at 12:01 A.M., Standard Time, at place of issue December 15, 1945, expires concurrently with the policy to which it is attached and is subject to all the conditions and provisions of said policy not inconsistent herewith.

In Witness Whereof, the Continental Casualty Company has caused this endorsement to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

Roscoe McClark
Secretary

Roy Swallenberg
President

Countersigned and issued at Portland, Oregon

this 20th day of December, 1945 By Parker H. Lyman
Licensed Resident Agent.

Form M3698

3081878

QUINTUPLICATE

R ~~3081875~~

CANCELLATION OR CHANGE

It is agreed that cancellation of this policy may not be effected until thirty days after notice has been given to Oregon State Highway Commission and no material change or alteration of the policy will be made without the Commission's written consent.

This endorsement is attached to and made a part of Policy No. GPI-4275600 issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) WESTERN UNION TELEGRAPH COMPANY. It takes effect at 12:01 A.M., Standard Time, at place of issue December 15, 1945, expires concurrently with the policy to which it is attached and is subject to all the conditions and provisions of said policy not inconsistent herewith.

In Witness Whereof, the Continental Casualty Company has caused this endorsement to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

Roscoe McClark
Secretary

Roy Tinkham
President

Countersigned and issued at Portland, Oregon

this 20th day of December, 1945 By Parker K. Lyman
Licensed Resident Agent.

Form M369B

3081877
R ~~3079025~~ 3079025

QUINTUPLICATE

SCHEDULE

Item 1. Premises at which operations covered hereunder are to be performed: Oregon Coast Highway between City of North Bend and City of Coos Bay, State of Oregon

Item 2. The description of the work covered by this endorsement, the estimated total cost of such work, (including labor, materials and all commissions, bonuses and allowances) the premium rate and the estimated premium are as follows:

Description of Work Covered by this Endorsement	Estimated Total Cost of Work for Policy Period	Rate per $100 of Cost	Estimated Premium
Federal Project Number F-14 (11) Work performed by Parker W. Yett and his contractors or sub-contractors for State of Oregon, Highway Department Code 0517	Up to and including $500,000 459,572.00 $	.65	$ 2895.30
	From $500,000 up to and including $1,000,000 $	$	
	Over $1,000,000 $	$	
Minimum Premium $ 65.00		Advance Premium for Endorsement	$ 2895.30

Item 3. Limits of liability: $ 100,000.00 each person; $ 300,000.00 each accident.

Item 4. The Insured is Railroad and Telegraph Company (Owner or Contractor)

Item 5. The Insured, if owner, will exercise no supervision or control over the work covered by this endorsement and does not and will not employ any superintendent, watchman, laborer or other person who goes upon or about the above described premises for any purpose, except as follows: as may be necessary

Item 6. The estimated total cost of work to be retained and done by the Insured, if any, is: None

Item 7. The Insured will furnish materials, machinery, tools or equipment to be used in connection with the work covered by this endorsement, as follows: as may be necessary

Item 8. No wrecking or demolition work will be performed, except as follows: No exceptions

Item 9. If this endorsement is issued for a period of three years the Total Premium for the endorsement period of $____ is due and payable as follows: $____ on or before the effective date of this endorsement; $____ on the first anniversary and $____ on the second anniversary.

This endorsement is attached to and made a part of Policy No. GPL 4273000 (1) SOUTHERN PACIFIC COMPANY issued to SOUTHERN PACIFIC COMPANY It takes effect at 12:01 A. M., Standard Time at place of issue December 15, 1945, expires concurrently with the policy to which it is attached and is subject to all the conditions and provisions of said policy not inconsistent herewith.

Date of Issue: December 20, 1945

Countersigned by: Parker W. Lyman, Portland, Oregon, Licensed Resident Agent

SEE INSURING CLAUSE AND SPECIAL CONDITIONS ON OTHER SIDE

2872757

R ~~2850758~~ 2872757

QUINTUPLICATE

premium stated in the schedule of this endorsement.

In Witness Whereof, the CONTINENTAL CASUALTY COMPANY has caused this endorsement to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

Secretary

President

Item I. The policy to which this endorsement is attached is hereby [illegible] injury to or destruction of property of every description, including resultant loss of use thereof, resulting from any accident occurring within the period this endorsement shall be in effect and under such circumstances as would make the Company liable under the Insuring Clause of any of the Coverage Endorsements attached to the policy if bodily injury or death had resulted from such accident, provided a property damage premium is shown opposite the applicable Coverage Endorsement in Item II hereof.

Item II. The premium for the coverage given by this endorsement shall be determined and paid in the same manner as the premium for the respective Coverage endorsements of said policy at the rates herein provided.

Coverage	Endorsement No.	Code No.	Rate	Property Damage Premiums
Coverage Endorsement A (Owners', Landlords' and Tenants')			$	$
Coverage Endorsement B (Contractors' and Manufacturers')				
Coverage Endorsement C (Owners' or Contractors' Protective)	R-2872737	0517	.403	1852.00
Coverage Endorsement D (Elevator)				
Coverage Endorsement E (Products)				
Coverage Endorsement F (Contractual)				
Coverage Endorsement G (Theatre)				
Coverage Endorsement H (Teams)				
Minimum Premium $ 60.38		Advance Premium for Endorsement	$	1852.00

Item III. The total liability of the Company under each coverage provided for herein on account of one accident or series of events proceeding from one common cause, including loss of use, is limited to Twenty-five Thousand and no/100 Dollars ($25,000.00), and subject to that limit for each accident the total liability of the Company under each of Coverages B, C and E of this endorsement for all accidents during the period each such coverage is in force is limited to Fifty Thousand and no/100- - - - Dollars, ($50,000.).

Item IV. This endorsement is subject to all the exceptions provided in the policy and each of the coverages hereunder is subject to all of the exceptions of the respective coverage endorsements applicable thereto and in addition thereto shall not apply to (1) under all Coverages, injury to or destruction of property owned, rented, occupied or used by or, except under Coverage F with respect to sidetrack agreements and Coverage D, in the care, custody or control of the Insured; (2) under Coverage B, (i) injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, nor injury to or destruction of property resulting therefrom, arising from the use of contractors' mechanical equipment operated for the purpose of excavating or drilling in streets or highways; (ii) injury to or destruction of property if due to blasting or explosions other than explosion of air or steam vessels or piping under pressure, prime movers, machinery or power transmitting equipment; (iii) the collapse of or structural injury to any building or structure due to (a) excavation, pile driving or caisson work; (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; (3) under Coverages A and B, injury to or destruction of buildings or contents thereof caused by

(a) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating, air conditioning or automatic sprinkler systems (including any other substance from automatic sprinkler systems), water storage tanks connected with plumbing or automatic sprinkler systems, elevator tanks and cylinders, standpipes for fire hose, or industrial or domestic appliances;

(b) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems;

(c) rain or snow admitted directly to interiors of buildings through defective roofs, leaders or spouting, or by open or defective doors, windows, skylights, transoms or ventilators

on or from premises owned or rented by the Insured; (4) under Coverage E, injury to or destruction of goods, products or completed work out of which the accident arises; (5) under Coverages A and B, injury to or destruction of premises alienated by the Insured out of which the accident arises.

Item V. This endorsement is attached to and made a part of Policy No. GPL 4275000 issued to (1) [illegible] PACIFIC [illegible] 10-1-52 (2) [illegible]. It takes effect at 12:01 A. M., Standard Time at place of issue [illegible] 19[illegible] and is subject to all

Coverage Endorsement A (Owners', Landlords' and Tenants')			$	$
Coverage Endorsement B (Contractors' and Manufacturers')				
Coverage Endorsement C (Owners' or Contractors' Protective)	R-2872757	0517	.403	1858.00
Coverage Endorsement D (Elevator)				
Coverage Endorsement E (Products)				
Coverage Endorsement F (Contractual)				
Coverage Endorsement G (Theatre)				
Coverage Endorsement H (Teams)				
Minimum Premium $ 60.38			**Advance Premium for Endorsement**	$ 1858.00

Item III. The total liability of the Company under each coverage provided for herein on account of one accident or series of events proceeding from one common cause, including loss of use, is limited to Twenty-five Thousand and no/100 Dollars ($25,000.00), and subject to that limit for each accident the total liability of the Company under each of Coverages B, C and E of this endorsement for all accidents during the period each such coverage is in force is limited to Fifty Thousand and no/100- - - - Dollars, ($50,000.).

Item IV. This endorsement is subject to all the exceptions provided in the policy and each of the coverages hereunder is subject to all of the exceptions of the respective coverage endorsements applicable thereto and in addition thereto shall not apply to (1) under all Coverages, injury to or destruction of property owned, rented, occupied or used by or, except under Coverage F with respect to sidetrack agreements and Coverage D, in the care, custody or control of the Insured; (2) under Coverage B, (i) injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, nor injury to or destruction of property resulting therefrom, arising from the use of contractors' mechanical equipment operated for the purpose of excavating or drilling in streets or highways; (ii) injury to or destruction of property if due to blasting or explosions other than explosion of air or steam vessels or piping under pressure, prime movers, machinery or power transmitting equipment; (iii) the collapse of or structural injury to any building or structure due to (a) excavation, pile driving or caisson work; (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; (3) under Coverages A and B, injury to or destruction of buildings or contents thereof caused by

(a) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating, air conditioning or automatic sprinkler systems (including any other substance from automatic sprinkler systems), water storage tanks connected with plumbing or automatic sprinkler systems, elevator tanks and cylinders, standpipes for fire hose, or industrial or domestic appliances;

(b) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems;

(c) rain or snow admitted directly to interiors of buildings through defective roofs, leaders or spouting, or by open or defective doors, windows, skylights, transoms or ventilators

on or from premises owned or rented by the Insured; (4) under Coverage E, injury to or destruction of goods, products or completed work out of which the accident arises; (5) under Coverages A and B, injury to or destruction of premises alienated by the Insured out of which the accident arises.

Item V. This endorsement is attached to and made a part of Policy No. GPL 4275000 issued to (1) SOUTHERN PACIFIC COMPANY and/or (2) SOUTHERN PACIFIC TELEGRAPH COMPANY. It takes effect at 12:01 A. M., Standard Time at place of issue December 15, 1945, expires concurrently with the policy to which it is attached and is subject to all the conditions and provisions of said policy not inconsistent herewith.

In Witness Whereof, the CONTINENTAL CASUALTY COMPANY has caused this endorsement to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

Roscoe McClark
Secretary

Ray Smallwood
President

Countersigned and issued at Portland, Oregon

this 28th day of December By Parker W. Lyman
Resident Licensed Agent.

3028520

R 3027683

ORIGINAL

Form M1952C
444

5. Cancellation This policy may be cancelled in its entirety or as to any coverage endorsement at any time by either of the parties hereto upon written notice to the other stating when thereafter cancellation shall be effective and the date of termination by cancellation shall then be the end of the policy period as to any coverage so cancelled. If cancelled by the Company, five days' written notice delivered personally or mailed to the address of the Insured as it appears in the Declarations shall be sufficient. In event of cancellation by the Company of any or all of the coverage endorsements the Company shall receive a pro rata premium but not less than the pro rata amount of the minimum premiums stated in the schedules of the coverage endorsements so cancelled. If any or all of the coverage endorsements are cancelled by the insured, the Company shall receive a premium computed according to the short rate tables appearing hereon, but not less than the short rate amount of the minimum premiums stated in the schedules of the coverage endorsements so cancelled. The check of the Company or its Agents, mailed to the address of the Insured as given in the Declarations, shall be sufficient tender of unearned premium but if any premium is subject to audit no premium shall be returned until a statement upon which the actual premium can be computed as provided in the coverage endorsements attached hereto shall have been furnished to the Company and audited by the Company if it so desires.

6. Actions No action shall be maintained against the Company to recover a loss covered by this policy unless brought after the amount of such loss shall have been fixed either by a final judgment against the Insured or by agreement between the parties with the written consent of the Company. The Company shall be bound, however, as to such final judgment, not exceeding the limits of the policy, to pay and satisfy such judgment and to protect the Insured against the levy of any execution issued upon the same. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder. If any person or his legal representatives shall obtain final judgment against the Insured because of any such injuries and execution thereon is returned unsatisfied by reason of bankruptcy, insolvency or any other cause, or if such judgment is not satisfied within thirty days after it is rendered then such person or his legal representatives may proceed against the Company to recover the amount of such judgment, either at law or in equity but not exceeding the limit of this policy applicable thereto. If any time limitation of this policy conflicts with the law controlling this contract, the minimum period permitted by such law shall be considered as substituted for such limitation. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the Insured to determine the Insured's liability.

7. Subrogation In the event of any payment under this policy the Company shall be subrogated to all the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

8. Inspection Any of the Company's authorized representatives shall have the right and opportunity, whenever the Company so desires, to inspect at any reasonable time the premises covered hereunder and all of the ways, works, machinery and appliances thereof, but the Company assumes no responsibility by reason of such inspection or by the omission thereof.

9. Other Insurance If the Insured has other insurance against a loss covered by this policy the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability hereunder bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

10. Consideration This policy is issued in consideration of the premiums and statements appearing in the Declarations and schedules of the applicable coverage endorsements. The Insured by the acceptance of this policy represents that such statements are full, complete and true or, if estimates only, that they are believed to be true.

11. Alterations This policy shall constitute the entire contract between the Company and the Insured and no assignment of this policy, or of any claim thereunder, nor any change, waiver or extension of its terms shall be valid unless endorsed hereon and signed by the President or Secretary of the Company; nor shall notice to any agent, or knowledge possessed by any agent or other person, be held to effect a waiver or change of any part of this policy. But in the event of the death, insolvency or bankruptcy of the Insured within the policy period said policy for the unexpired portion of such period shall, except in event of cancellation, cover the legal representative of the Insured; provided that notice in writing is given to the Company within thirty days after the date of such death, insolvency or bankruptcy.

In Witness Whereof, THE CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned by its Authorized Agent.

Roy Ingalsbe PRESIDENT

Rollin McClark SECRETARY

Form M 1941-E
4-47

CONTINENTAL CASUALTY COMPANY

GENERAL LIABILITY POLICY

No. GPL 4273800 ~~4273801~~

(1) SOUTHERN PACIFIC COMPANY
Issued to and/or (2) WESTERN
UNION TELEGRAPH COMPANY

Expires December 15, 1946

Cod #2768

TATE, WESTENFELDER & BERG, INC.
711 WILCOX BUILDING
PORTLAND, OREGON
PHONE ATWATER 7888

Please Read Your Policy

Form M 1941-E 441 548

Short Rate Cancellation Table

Apply percentage opposite number of days or months the Policy has been in force upon premium for full Policy period and the result will be the premium earned to date of cancellation. Short rate premiums for periods not specifically named in this table must be charged at a rate proportionate to the rates charged for the next preceding and succeeding periods.

FOR TERM OF ONE YEAR

Period in Force	Per Cent. of Annual Prem.	Period in Force	Per Cent. of Annual Prem.
1 day	2	50 days	28
2 days	4	55 "	29
3 "	5	60 " or 2 months	30
4 "	6	65 "	33
5 "	7	70 "	36
6 "	8	75 "	37
7 "	9	80 "	38
8 "	9	85 "	39
9 "	10	90 " or 3 months	40
10 "	10	105 "	46
11 "	11	120 " or 4 months	50
12 "	11	135 "	56
13 "	12	150 " or 5 months	60
14 "	13	165 "	66
15 "	13	180 " or 6 months	70
16 "	14	195 "	73
17 "	15	210 " or 7 months	75
18 "	16	225 "	78
19 "	16	240 " or 8 months	80
20 "	17	255 "	83
25 "	19	270 " or 9 months	85
30 " or 1 month	20	285 "	88
35 "	23	300 " or 10 months	90
40 "	25	315 "	93
45 "	27	330 " or 11 months	95
		345 "	98
		360 " or 12 months	100

FOR TERM OF THREE YEARS

	Per Cent. of 3 yr. Prem.		Per Cent. of 3 yr. Prem.
1 month	7.4	19 months	55.4
2 months	11.1	20 "	58.
3 "	14.8	21 "	60.7
4 "	18.5	22 "	63.3
5 "	22.2	23 "	65.9
6 "	25.9	24 "	68.5
7 "	27.8	25 "	71.2
8 "	29.6	26 "	73.8
9 "	31.5	27 "	76.4
10 "	33.3	28 "	79.
11 "	35.2	29 "	81.7
12 "	37.	30 "	84.3
13 "	39.6	31 "	86.9
14 "	42.3	32 "	89.5
15 "	44.9	33 "	92.1
16 "	47.5	34 "	94.8
17 "	50.2	35 "	97.4
18 "	52.8	36 "	100.

RECEIVED
JAN 11 1946
FOR FILING

F 141-11

January 4, 1946

Mr. Porter W. Yett
6500 N. E. Ainsworth Street
Portland 13, Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2768, which was awarded to you by the State Highway Commission on December 29, 1945, covering grading and paving on the North Bend-Coos Bay Section of the Oregon Coast Highway, in Coos County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By
Oscar Cutler
Acting Secretary

gl

Let by - 1 - rec 1-4-46, gl

RECEIVED
MAR 12 1946
FOR FILING

E 141 -11

January 2, 1946

Porter W. Yett
6580 N. E. Ainsworth
Portland, Oregon

Dear Mr. Yett:

Confirming my telegram to you of this date, the State Highway Commission awarded you Saturday the contract for the North Bend-Coos Bay Section of the Oregon Coast Highway, in Coos County. This award was based on your low bid of $459,572 submitted on December 14, 1945.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.
cc - Mr. S. H. Probert
Mr. C. S. Pennon

S+C

AGENDA
JAN 17 1945
4-D

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
OVERNIGHT TELEGRAM		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF WESTERN UNION TELEGRAM

9:48 A.M.
January 2, 1946

Porter W. Yett
6500 N. E. Ainsworth
Portland, Oregon

State Highway Commission awarded you Saturday contract for North Bend-Coos Bay Section of Oregon Coast Highway, Coos County based on your low bid submitted December 14, 1945. Contract forms follow shortly.

H. H. GLADDEN, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Chapman

further confirmed

5+C

SALEM, OREGON.

DECEMBER 29, 1945

T. M. DAVIS
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

AGREEMENT WITH RAILWAY COMPANY HAVING BEEN EXECUTED WE REQUEST CONCURRENCE IN AWARD OF CONTRACT FOR NORTH BEND COOS BAY PROJECT TO PORTER W. YETT

R. H. BALDOCK

WU:TELEGRAM
9:30 AM

RECEIVED
JAN 2 1946
FOR FILING

F 141-11

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(43)

A. N. WILLIAMS
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PR252 46/44 GOVT 1 EXTRA=WUX PORTLAND ORG 29 438P

R H BALDOCK=

STATE HIGHWAY ENGINEER SM=

1945 DEC 29 PM 4 50

WE HEREBY CONCUR IN AWARD OF CONTRACT ON OREGON F=141/11/ AS OF THIS DATE TO PORTER W= YETT ON THE BASIS OF THE LOW BID ON RECEIPT OF INFORMATION THAT THE AGREEMENT WITH THE RAILWAY COMPANY HAS BEEN SIGNED AND ALL RIGHT OF WAY SECURED=

T M DAVIS PRA PORTLAND= 9422

No._____ To_____

Time Delivered 4:59

By N To Be mailed

=141/11/ YETT PRA=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

SALEM, OREGON.

DECEMBER 29, 1945

T. M. DAVIS
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

AGREEMENT WITH RAILWAY COMPANY HAVING BEEN EXECUTED WE REQUEST CONCURRENCE

IN AWARD OF CONTRACT FOR NORTH BEND COOS BAY PROJECT TO PORTER W. YETT

R. H. BALDOCK

WU:TELEGRAM
9:30 AM

RECEIVED
DEC 20 1945
FOR FILING

F141-11

December 20, 1945

#2768

Continental Casualty Company
711 Wilcox Building
Portland 4, Oregon

Attention: Nona Austin

Dear Madam:

We acknowledge receipt of your letter of the 18th requesting informational copies of the specifications in connection with the Coos Bay-North Bend section of the Oregon Coast Highway recently let under contract to Porter W. Yeth.

We are forwarding copies of the proposal and blueprints giving the details as requested.

In addition to the above, we are returning your check, No. 7306, in the amount of $2.00 which you supplied in payment for the above data. We are returning the check for the reason that we consider this as a part of the prosecution of the contract which has already been let.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

RE/ds

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

TATE, WESTENFELDER AND BERG, INC.
GENERAL AGENTS
711 WILCOX BUILDING
TELEPHONE ATWATER 7868

PORTLAND 4, OREGON

December 18,
1945

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Sir:

In connection with the road contract awarded to Porter W. Yett, the Coos Bay-North Bend Section of the Coast Highway, it is necessary to carrying third party liability insurance which protects the railroad company and Western Union Company.

We are enclosing our check for $2.00 for a informative copy of this job, however, if the information for the above is not in this copy will you send us by return mail this information.

Yours very truly

TATE, WESTENFELDER & BERG, INC.

By Tom Austin

REFERRED TO
Ralph
BY SECRETARY

This is ok.
will you handle it.
discuss with Probert
HHS.

RECEIVED
DEC 20 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 18 1945
FOR FILING

E 141 -11

December 17, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing three copies of right of way state-
ment for the North Bend-Coos Bay Section, Project No. F 141(11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

NORTH BEND-COOS BAY SECTION

PROJECT NO. F-141 (11)

All necessary rights of way have been acquired for this project.

R. E. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 14, 1945

RECEIVED
DEC 27 1945
FOR FILING

F 141-11

December 17, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 6, Oregon

Dear Sir:

We are enclosing three copies of right of way statement for the North Bend-Coos Bay Section, Project No. F 141(11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

141-11

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN, PORTLAND
ARTHUR W. SCHMIDT, VICE-CHAIRMAN, KLAMATH FALLS
MERLE R. CHESTNUT, ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK, STATE HIGHWAY ENGINEER
C. B. McCULLOUGH, ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

RECEIVED
DEC 18 1945
FOR FILING

December 15, 1945

Mr. E. E. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are three copies of a resolution relative to encroachments and traffic for Oregon Project F 141 (11), for the City of Coos Bay. ~~Project F 1.1 (13)~~

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County & City Relations

OC:ms
Encl.

cc Mr. J. W. Nash

FORM E-1283 SM 4-45

141 - 11

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS

MERLE H. CHESSMAN, MEMBER
ASTORIA

PUBLIC ROADS ADMINISTRATION

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

RECEIVED
DEC 18 1945
FOR FILING

December 15, 1945

December 12, 1945.

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Dear Sir:

We are in receipt of wire advice that the change

Herewith are three copies of a resolution relative

in the First Post War Fiscal Year Federal Aid Program

to encroachments and traffic from the City of North Bend, cov-

extending the length of Oregon Project F-141,11)

ering Oregon Project F 141 (11).

1.55 miles to 2.25 miles was approved by the Commissioner

on December 11, 1945.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

Very truly yours,

By Oscar Cutler

Oscar Cutler
Engineer, County & City Relations

F. M. DAVIS
District Engineer.

OCimm

Encl.

cc Mr. J. W. Nash

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

MONTANA
OREGON
WASHINGTON
RECEIVED
DEC 17 1945
FOR FILING

F 141 (11)

December 12, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

North Bend - Coos Bay Project

Dear Sir:

We are in receipt of wire advice that the change in the First Post War Fiscal Year Federal Aid Program extending the length of Oregon Project F-141(11) from 1.55 miles to 2.253 miles was approved by the Commissioner on December 11, 1945.

Very truly yours,

NOTED
State Highway Engineer

T. M. DAVIS
District Engineer.

RECEIVED
DEC 18 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1945
FOR FILING

F 141(11)

November 27, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3700
Portland, 8, Oregon

Dear Sir:

Herewith, we submit traffic flow map for the North Bend portion of the North Bend-Coos Bay Project (Project F-141 (11)).

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

MM.

MEF:GMD

RECEIVED
NOV 28 1945
FOR FILING

F 141-11

November 27, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, 8, Oregon

Dear Sir:

Herewith, we submit traffic flow map for the North Bend portion of the North Bend-Coos Bay Project (Project F-14i (11)).

Very truly yours,

C. H. McCulloch
Assistant State Highway Engineer

ENC.

SHP:GEO

RECEIVED
JUN 15 1943
FOR FILING

141-H-1

141-11

June 14, 1943.

Mr. J. F. Johnson,
District Investigation Chief,
War Production Board,
806 Bedell Bldg.,
Portland, Oregon.

Dear Sir:

In reply to your letter of June 7th, please be advised that project Oregon SH-FAP 141 H (1), Preference Rating Order P-19-E, Serial Number 18770-E, covering the grading and concrete paving of 1.44 miles of highway between Marshfield and North Bend in Coos County has not been constructed.

The Preference Rating Order was approved and assigned June 25th, 1942, but due to the critical shortage of men, materials and supplies it was decided not to construct the project at this time.

When it is decided to start the project we will submit a new application for a preference rating order for the necessary priorities required to obtain materials and supplies.

Due to the fact that the above project was not submitted for bids no contractor or sub-contractors are involved and no priorities were required.

Yours very truly,

R. H. BALDOCK,
State Highway Engineer.

H

CONFIRMATION

141-H-1

[redacted] WORKS AGENCY

[redacted] Public Roads Administration

[redacted] 8010-20 Oregon

141-11

RECEIVED
MAY 23 1942
FOR FILING

DAY LETTER

Portland, Oregon
May 22, 1942

R. H. Baldock
[redacted]

F. S. [redacted] 9930

YOU ARE AUTHORIZED TO ADVERTISE OREGON PROJECTS SN-PAP 138-B(1) GRAVE CREEK-JUMPOFF JOE AND SN-PAP 141-B(1) MARSHFIELD UPON RECEIPT SATISFACTORY PS&E AND RIGHT OF ENTRY WITH RESPECT TO RIGHTS OF WAY NOT ACQUIRED

Lynch

Paid Gov't Rate

NOTED
State Highway Engineer

RECEIVED
MAY 23 1942
STATE HIGHWAY COMMISSION

RECEIVED
MAR 9 1942
FOR FILING

141-H-1

141-11

March 6, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In reply to your letter of March 2, advise that the facts which, in our opinion, justify the reconstruction of the North Bend-Marshfield Section of the Oregon Coast Highway at this time, are as follows:

1. The highway, of which the section is a part, is a strategic highway of first priority.

2. In its present condition, the section is a very definite "bottleneck" to both military and civilian traffic.

3. Two shipyards are now operating alongside this road and the traffic has materially increased since the last traffic count. I understand these shipyard activities will be increased.

4. No other portion of the Oregon Coast Highway carries as much traffic as does this section.

5. This heavy traffic (average 5,425 vehicles last season, peak 10,210 vehicles) is impeded by (a) poor alignment, (b) narrow 2-lane pavement, (c) narrow right of way, (d) commercial development close to traveled way, and (e) railroad tracks alongside and in close proximity.

6. The old concrete pavement is showing quite evident signs of distress under the pound of present traffic.

7. An adjoining unit 0.84 mile in length, contracted last year, is now nearly completed. The proposed project will, therefore, complete an improvement the construction of which is already well advanced.

8. The extra burden which military traffic is placing on this already inadequate section of road makes immediate reconstruction imperative.

Very truly yours,

R. H. Baldock
Chief Engineer

RHB:hi

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

MAR 3 - 1942
STATE HIGHWAY COMMISSION

POST OFFICE BUILDING
PORTLAND, OREGON

March 2, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of a program request for SN-FAP 141-H (1), the North Bend-Marshfield Section of the Oregon Coast Highway.

It is noted this project provides for grading, paving and moving of the Southern Pacific Railway tracks, and the necessity for this improvement is largely due to the heavy inter-city traffic carried by the present narrow pavement. The deficiency on the present travelled route appears to be in width of surface.

While we realize this is a very meritorious project from the State's standpoint and will relieve the local traffic congestion, it is not clear where this is a critical deficiency from a military standpoint of weak bridges or weak surfacing. It is also apparent that there is a by-pass over the hill, which would serve in an emergency.

In view of the size of this proposed work, including as it does a relocation of the railroad, approximately two years would be required for completion, with resulting delays to both highway and rail traffic for that period of time.

Before forwarding this project, we would appreciate any further information or justification you may have as to this contemplated improvement.

Very truly yours,

W. H. LYNCH
District Engineer

OREGON STATE HIGHWAY DEPARTMENT—ITEMIZED

DRIVEWAY PAVEMENT - ITEMIZED BIDS RECEIVED

Sheet 1 of 1

OREGON STATE HIGHWAY DEPARTMENT - ITEMIZED E

HIGHWAY DEPARTMENT—ITEMIZED BIDS RECEIVED

OREGON STATE HIGHWAY DEPARTMENT — ITEMIZED BI

HIGHWAY DEPARTMENT ITEMIZED BIDS RECEIVED

HIGHWAY DEPARTMENT—ITEMIZED BIDS RECEIVED

Form E-1—SM—7-46

F-141(11)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 26, 1947, 19....

Section North Bend - Coos Bay

Highway Oregon Coast

Contractor Porter W. Yett

Date of contract Dec. 29, 1945, 19....

Date work started June 3, 1946, 19....

Amount of contract $459,572.00

Estimated cost of completed project, exclusive of engineering $500,000.00

Per cent of contract completed, based on total contract price . . . . . 15 %

Engineering cost to date, $18,600.00, 4 %

Kind of work Grading & Paving

Section prefix 6 - 1028

Contract number 2768

Date of completion Oct. 31, 1947, 19....

Estimated date of completion June 30, 1948, 19....

Per cent of time elapsed 88 %

Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Did not get quite all the existing concrete wall removed at Standard Oil Plant this week. Footings are fairly heavy and had to excavate to get at them. Wet hole.

Grading on the fill north of St'd Oil complete enough for the railroad to start laying track or ballast. Local R.R. Roadmaster is informed.

Contractors main efforts still on installing sewers and drains. Work has been slowed down on the drains due to lack of gravel backfill. There has not been enough R. R. cars for shipment to-date.

JUL 28 1947

NOTED H. W. LIBBY

NOTED E. A. PEASE

Signed [signature]

Address North Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.28	2.28			2.28
Miles partially completed	1.3	None			None
Miles completed	None				
Total estimated quantities	110,000	20,000			58,500
Estimated quantities moved or placed to date	86,000	150 on driveways			none
Average daily quantities	100				
Average daily quantities necessary to complete project on time	248	205			604
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	24				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
	1-crane attach 1-hoe attach						

Equipment used during week: Shovels ....., Power graders 1, Rollers ....., Mixers Transit mix, Crushing or screening plants .....

Compressors 1, Bulldozers 2-D-8, Sheep-foot rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Pt. Cloudy		
Friday	"		
Saturday	Rain	All	Rain

STATE PRINTING DEPT.

33-8302 The Dalles-Maupin Rock Production
The Dalles-California Hwy. 1945

#2769

RECEIVED
JAN 5 - 1949
FOR FILING

33-8302

2769.

January 5, 1949

Aetna Casualty & Surety Co.
Hartford 15,
Connecticut

Gentlemen:

This is to advise you that State Highway Contract No. 2769 for work on The Dalles-Maupin Section of The Dalles-California Highway, in Wasco County, has been completed by the contractor J.S. Risley, and that a revised final payment in the amount of $1,718.33 will be made on or after January 15, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $40,465.30 of which amount $314.65 represents force account items. This contract was completed on July 15, 1946 and accepted by the Commission on September 23, 1946.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

NOTED On Card
1-5-49 C

cc - Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents
Yeon Bldg.
Portland 4, Oregon

RECEIVED
JAN 24 19[illegible]
FOR FILING

FORM S-30 REV 12-47

2769

33-8302-
2769

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

December 22, 1948

SUBJECT:

To:

Frances M. Risley
Route 9, Box 800
Milwaukie, Oregon

NOTED
H. B. GLAISYER

L

Dear Madam:

I enclose for your signature to the final release form and to the certificate on the back of the voucher the redrawn final estimate voucher on contract No. 2769, in the amount of $1,718.33. As explained in my letter of December 16, it will be necessary that we be furnished with certified copies of the court order appointing you as administratrix before this claim can be passed to the Highway Commission for approval.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By carl f smith
Carl F. Smith
Accounting Division

CFS:jmr

cc: H. B. Glaisyer

C. F. SWANSON
BY SECRETARY

FORM S-90 8SM 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

December 16, 1948

SUBJECT:

To:

Mrs. Frances M. Risley
Route 9, Box 800
Milwaukie, Oregon

NOTED
H. B. GLAISYER

Dear Mrs. Risley:

This office has been requested to write up a revised final estimate voucher on your contract, No. 2769, covering The Dalles-Maupin Section, the revision apparently consisting of additional allowances in connection with equipment rental. The Secretary of the Commission advises that you have been appointed administratrix of Mr. J. S. Risley's estate, and that the voucher should be written in your favor as administratrix. In order to satisfy the requirements of the various State Departments, concerned in this estimate voucher I would request that you favor us with a certified copy of the court order, appointing you as such administratrix. It would be appreciated if you would submit this copy in triplicate, two copies of which should be certified, one to remain in the files of the Secretary of The State Highway Commission, and the other for the file of the Secretary of States Office, which finally will audit the voucher. The prompt submission of these copies will enable us to expedite the rewriting of the estimate voucher.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Carl F. Smith
Accounting Division

CFS:jmr
cc: H. B. Glaisyer
M. H. Hawke

RECEIVED
JUN 24 1947
FOR FILING

33-8312

June 23, 1947

The Aetna Casualty and Surety Company
Bates, Lively & Pearson, General Agents
301 Yeon Building
Portland 7, Oregon

Attention: Mr. K. V. Lively

Gentlemen:

This will acknowledge receipt of your letter dated June 19th, directed to the Oregon State Highway Commission regarding Bond No. S 5621 with J. S. Risley, in connection with Contract No. 2769, for furnishing of crushed rock in stockpiles on The Dalles-Klamath Section of The Dalles-California Highway, in Wasco County.

Final payment of this contract has been withheld due to a discrepancy in the amount of materials furnished by the contractor, and payment will be made as soon as a settlement has been reached.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

THE ÆTNA CASUALTY AND SURETY COMPANY

HARTFORD, CONNECTICUT

AFFILIATE OF

ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

BATES, LIVELY & PEARSON
GENERAL AGENTS
301 YEON BUILDING
ATwater 7381

PORTLAND 7, ORE.

June 12, 1947

Files

Mr. H. B. Glaisyer
Secretary, Oregon State Highway Commission
Salem, Oregon

Dear Sir:

RE: Bond 42 S 8601
J. S. Risley

Your letter April 3 in connection with contract No. 2769, J. S. Risley for furnishing crused rock in stockpiles on The Dalles-Maupin Section of The Dalles-California Highway, in Wasco County, which contract was accepted by the Commission on September 23, 1946.

Will you be so kind as to advise if the final payment has been made, so that we may close our file?

Yours very truly,

BATES, LIVELY & PEARSON

By

pa

Oct. 25, '46
RETURNED TO
BY SECRETARY
Original
report only
per our conversation

RECEIVED
JUN 13 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 4 1947
FOR FILING

33-8302

April 3, 1947

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agent
Yeon Bldg.
Portland 4, Oregon

Gentlemen:

Reference your letter of March 31, 1947.

As notified on November 1, 1946 our contract No.2769, with J.S. Risley, for furnishing crushed rock in stockpiles on The Dalles-Maupin Section of The Dalles-California Highway, in Wasco County, was completed on July 15 and accepted by the Commission on September 23, 1946. The final payment has been held up on this job, however, pending adjustment by the contractor and Highway Engineer of the quantity of crushed rock involved.

The total contract amount is $40,437.43, of which amount $286.75 represents the amount of force account items.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ed

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

BATES, LIVELY & PEARSON
GENERAL AGENTS
301 YEON BUILDING
BEACON 7381

PORTLAND 7, ORE.

March 31, 1947

Oregon State Highway Commission
Salem,
Oregon

Attention Mr. H. B. Glaisyer

Gentlemen:

RE: Bond 42 S 8601 - Contract No. 2769
J. S. Risley

Referring to your letter of December 5. Please advise if the final payment has been made on this contract, and if so, the date and amount. Also advise the total amount of contract as of completion.

Thanking you, we are,

Yours very truly,

BATES, LIVELY & PEARSON

By H. H. Lively

pa

REFERRED TO
BY SECRETARY

RECEIVED
APR 1 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 7 1947
FOR FILING

33-8502
F2709
F4457

January 4, 1947

Mr. J. S. Risley
Route 10, Box 600
Portland 2, Oregon

Dear Sir:

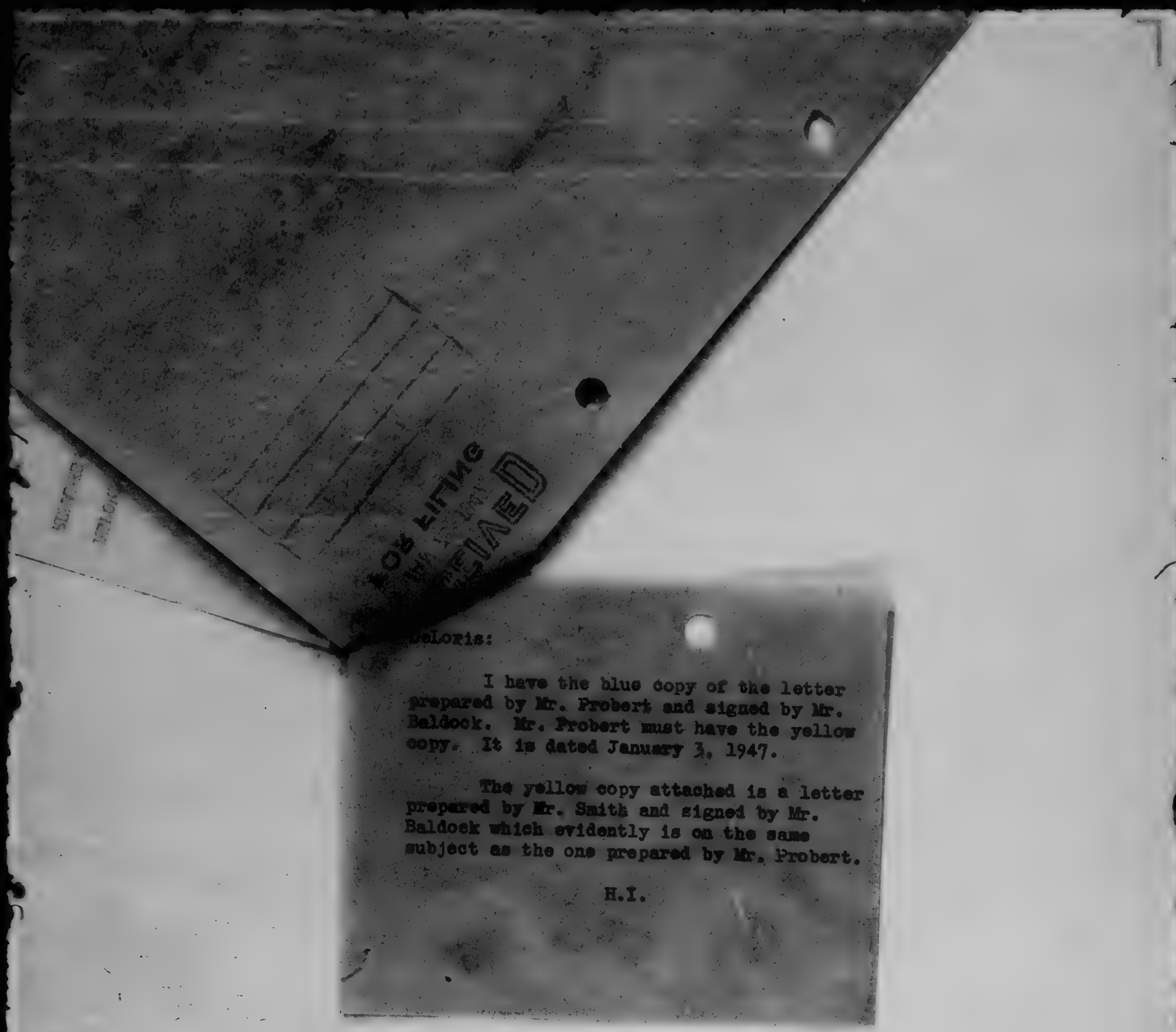
Mr. Peck advises that he has checked over the data on the The Dalles-Umapine Rock Production Project and found no errors, but he is holding the data there several days to enable you to go over it with him on the ground.

Will you kindly arrange to contact Mr. Peck and get this matter straightened out, as we are quite desirous of closing our books.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to: H. G. Smith



Deloris:

I have the blue copy of the letter prepared by Mr. Probert and signed by Mr. Baldock. Mr. Probert must have the yellow copy. It is dated January 3, 1947.

The yellow copy attached is a letter prepared by Mr. Smith and signed by Mr. Baldock which evidently is on the same subject as the one prepared by Mr. Probert.

H.I.

RECORD OF ASSIGNMENT

DESCRIPTION: Letter from J. S. Risley 11-11-46 regarding
The Dalles-Maupin Rock Production Project, Contract No. 2769.

DATE: 11-15-46 ASSIGNED TO: S. H. Prebert

( ) Investigation and report to this office
( ) Reply direct with copy to this office
( ) Return with drafted reply
( ) Comment or recommendation and return to this office
( ) Investigation and such action as is necessary
X ( ) Please prepare reply for my signature
X ( ) OK on rental rate.

REPORT RECEIVED: 1-3-47 SHP

REMARKS:

RECEIVED
DEC 5 1946
FOR FILING

33-8302

December 5, 1946

Bates, Lively & Pearson
301 Yeon Building
Portland 7, Oregon

Attention: Mr. R. M. Lively

Gentlemen:

Further reference is made to the final payment due J. S. Risley in connection with contract No. 2769, covering work on The Dalles-Maupin Section of The Dalles-California Highway in Wasco County, your bond No. 42 S 8601.

Final payment on this contract has not been made at this time. The voucher was tendered to him for signature, but he has voiced an objection to some of the quantities allowed therein. Final payment will be delayed until such time as his objections are satisfied.

This information is being furnished in reply to your letter of the third.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

RE:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

BATES, LIVELY & PEARSON
GENERAL AGENTS
301 YEON BUILDING
BEACON 7381

PORTLAND 7, ORE.

December 3, 1946

Oregon State Highway Commission
Salem,
Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

RE: Bond 42 S 8601
J. S. Risley
Contract No. 2769

Referring to your letter of November 1 notifying us that State Highway Contract No. 2769 for work on The Dalles-Maupin Section of the Dalles-California Highway, in Wasco County, had been completed but that final payment would not be made until after November 11, 1946. Will you kindly advise if final payment has been made so that we may cancel our file on the case?

Yours very truly,

BATES, LIVELY & PEARSON

By

pa

12-5
Final not paid to Co
Has been tendered to Co
but he objects to some
guant. allowed.

REFERRED TO
BY SECRETARY

RECEIVED
DEC 4 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV-2 1946
FOR FILING

32-8312

November 1, 1946

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agent,
Yeon Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2769 for work on the The Dalles-Klamath Section of the The Dalles-California Highway, in Wasco County, has been completed by the contractor, J. A. Maloy, and that final payment in the amount of $1,690.46 will be made on or after November 11, 1946.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $40,437.43 of which amount $286.78 represents the amount of force account items. This contract was completed on July 15, 1946 and accepted by the Commission on September 23, 1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
11-1-46 gl

H. R. Glaisyer
Secretary

HRG:gf
checked
gl

RECEIVED
OCT 8 1946
FOR FILING

33-8302

October 8, 1946

The Aetna Casualty & Surety Co.,
Bates, Lively & Pearsom, Agent
Yeon Building
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J.S.Risley, on contract No. 2788, covering rock production The Dalles-Memphis Section of The Dalles-California Highway, in Wasco County. This payment, in the amount of $5,457.42, will be made on or after October 18, 1946. The retained percentage is $1,196.36.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Claiyer
Secretary

el

NOTED ON CARD
10-8-46 gl

Form E-1—BM—7-46

33-8302

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 5, 1946

Section The Dalles-Maupin

Highway The Dalles-Calif

Contractor J. S. Risley

Date of contract Jan 2, 1946

Date work started March 8, 1946

Amount of contract . . . . . $ 38,670.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 38,670.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 2300.00, ____ %

Kind of work Rock Production

Section prefix 33-8302

Contract number 2769

Date of completion August 31, 1946

Estimated date of completion July 15, 1946

Per cent of time elapsed 100 %

Date project was completed ____, 19____

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This job was finished on July 15th. Semi-final estimate was mailed to the Division Office on Sept 8th. Have been holding the Quantity Summary for Force Payrolls. Received them today and all data has been shipped.

This will be the final report on this section unless data is returned for recheck.

RECEIVED
OCT 7 1946
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
L A PEASE

Signed D E Beck

Address Hines Oreg

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

Form E-1—5M—7-46

33-8302

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 28, 1946

Section The Dalles-Maupin

Highway The Dalles-Calif

Contractor J. S. Risley

Date of contract Jan 2, 1946

Date work started March 8, 1946

Amount of contract $38,670.00

Kind of work Rock Production

Section prefix 33-8302

Contract number 2769

Date of completion August 31, 1946

~~Estimated~~ date of completion July 15, 1946

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $38,670.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 2150.00, ... %

Date project was completed July 15, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Estimate sent in, Quantity Summary waiting for Force Payrolls.
I have the data on Force Order payrolls, will prepare them in order to get final out of the way. Will send all data in early next week.

RAY WEBBER

H. W. LISLEY

RECEIVED
SEP 30 1946
OFFICE OF CONSTRUCTION ENGINEER

E. M. [illegible]

Signed J. S. Risley

Address The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

33-8302

SEPT 7, 1946

SECTION- The Dalles-Maupin	Kind of work- Rock Production
Highway- The Dalles-Calif	Prefix 33-8302
Contractor J.S.Risley	Contract No 2769
Date of Contr- Jan 2, 1946	Date of Compl Aug 31, 1946
Date work started Mar 8th, 1946	Date of Completion July 15, 1946
Amount of Contract $ 38,670.00	Per cent of time elapsed 100%
Estimated cost of project	$ 38,670.00
Per cent of contract completed	100 %
Engineering $ 2100.00	

This project is finished and semi-final estimate will be sent on Monday, Sept 9th. Suumarry will follow just as soon as we get Force-Payrolls from the contractor.

NOTED
RAY WEBBER

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

NOTED
E. A. PEASE

RECEIVED
SEP 9 1946
OFFICE OF
CONSTRUCTION ENGINEER

93-8302

January 21, 1946

Mr. J. S. Risley
Rte. 10, Box 800
Milwaukie
Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2760 which was awarded to you on January 4, 1946, by the State Highway Commission covering the furnishing of crushed rock in stockpiles on The Dalles-Maupin Section of the The Dalles-California Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

E. R. Gleiryer
Secretary

gl

RECEIVED
JAN 11 1946
FOR FILING

33-8302

January 4, 1946

Mr. J. S. Risley
Rte. 10, Box 800
Milwaukie, Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2769, which was awarded to you by the State Highway Commission on January 2, 1946, covering Rock Production on the The Dalles-Maupin Section of The Dalles-California Highway, in Wasco County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Oscar Cutler
Acting Secretary

gl

Letter signed 1-4-46 gl

RECEIVED
MAR 12 1946
FOR FILING

33-8302

January 2, 1946

Mr. J. S. Mosley
Route 10, Box 800
Milwaukie 2, Oregon

Dear Mr. Mosley:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for The Dalles-Maupin Rock Production Project on The Dalles-California Highway in Wasco County. This award was based on your low bid of $23,670, submitted on December 13, 1945.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.
cc - Mr. S. H. Probert
Mr. O. S. Paxson

S+C

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
OVERNIGHT TELEGRAM		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

AGENDA
JAN 17 1945

COPY OF WESTERN UNION TELEGRAM

9:55 a.m.
January 2, 1946

J. S. Higley
Route 10, Box 800
Milwaukie 2, Oregon

State Highway Commission awarded you today contract for The Dalles-Maupin Rock Production Project on The Dalles-California Highway, Wasco County, based on your low bid submitted December 13, 1945. Contract forms follow shortly.

H. B. GLAISYER, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

7-8301 Redmond Rock Production on
Four State Highways 1946

#2770

RECEIVED
JUL
FOR FILING

7-8301

2770

7-26-49 AM

NOTED
H. B. GLAISYER

Beth, re corresp. file, Contract 2770 with Struss & McCoy, look for letter probably from K N B, to Deschutes County approving sale of rock from contractor to County.

Beth searched file - no letter on sale of rock to Deschutes or Crook Co. - Plenty of letters on rock to Redmond

J Q

7-26 PM

Girls have checked every place they can think of - have not found

J Q

MAX A. CUNNING
GEO. H. BREWSTER

R. E. PARK

RECEIVED
FOR FILING
7-8301
2770

LAW OFFICES OF
CUNNING & BREWSTER
REDMOND, OREGON

July 22, 1949

RECEIVED
JUL 23 1949
LEGAL DEP'T.

J. M. Devers,
State Highway Commission,
Salem, Oregon.

Dear Mr. Devers:

I just talked to you over the phone concerning the case of Lay Bros vs. Struss. This action grows out of a contract between Struss and McCoy dated January 17th, 1945 by the State Highway Department. Shortly after entering into the contract with the State, McCoy withdrew and Struss carried on the contract. Struss employed Lay Bros. to haul the rock from the crusher to the designated stock piles and a contract was to be completed on or before August 31st, 1946. The work was carried on in a slip-shod manner and about August 1st, half the required rock had been crushed and delivered. At that time Struss obtained an extention from the Highway Department and entered into a contract with Deschutes County to crush rock for the county for out on the "Northwest Market Road". Lay Bros. had nothing to do with hauling this rock and laid around for several months with three trucks and drivers.

Finally they brought action to recover for the rock delivered and for damages for failure to furnish rock.

At the trial we will require the original contract together with the supplements to that contract, concerning the crushing of rock for the city of Redmond. We will also require the engineer's progress reports between May 2nd, 1946 and August 26th, 1946 to prove how much rock was delivered and to what points or stock piles. We will want the engineer's weekly reports for May, June, July, and August. We will also require the final estimate given to J. A. Struss on the contract and the date of completion of the contract. If Struss obtained an extention of time in August 1946 to complete this contract we would like to have your man bring a copy of that extention.

Very truly yours,

Geo. Brewster

Geo. H. Brewster.

GHB/dc

Contr. No. - 2770
Completed Apr. 15, 1947
Accepted May 14, 1947

1/27/49 by H.P.G.
Appearance made

Notes

No work was done between Aug. 26, 1946, and Sept 10, 1946.

Lay Bros. did not handle or work furnished to County or to City of Redmond

Rock furnished to the County was under a separate agreement between the Contractor and the City. Quantities are not shown in our estimates.

RECEIVED
FOR FILING

7-8301

#155 W

December 2, 1947

Cunning & Brewster
Redmond
Oregon

Attention: Geo. H. Brewster

Dear Sir:

Receipt is acknowledged of your letter dated November 5 which has reference to Contract No. 2770 between the State Highway Commission and J. A. Strese for furnishing and stockpiling crushed rock in the vicinity of Redmond.

The questions you have raised involve the Maintenance Department only indirectly and insofar as mention is made in the final estimate as submitted by W. E. Chandler, Division Engineer in charge of the project.

As a comment on the questions you have raised, I enclose a copy of the letter directed to Mr. Chandler, Division Engineer, by A. A. Fensen the Resident Engineer on the project.

Any dissatisfaction on the part of Giles Lay, subcontractor, or J. A. Strese, principal, must be negotiated between the above mentioned parties and the Division Engineer, Mr. W. E. Chandler or H. G. Smith, Construction Engineer.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS/ds

cc - S. H. Probert
H. G. Smith
E. A. Collier

ASSIGNMENT No. 155

DESCRIPTION: Let. 11/5/47 fr. [illegible] & Brewster, Redmond, re: Contract No. 2770, rock production jnl.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Return with drafted reply
Comment or recommendation
Investigation and such action as is necessary
Prepare proper reply for my signature
Assignment executed

Bend, Oregon
November 24, 1947

SUBJECT: Redmond Rock Production Project
Contract No. 2770

To: Mr. Wm. E. Chandler, Division Engineer
Oregon State Highway Department
BEND

Dear Sir:

Reference is made to Mr. Armstrong's letter dated November 19, relative to some 170 cubic yards of rock taken from a stockpile by state forces at M.P. 12.5 on the Ochoco Highway. This office has no record of such an amount being taken but it does have the record of 24.3 cubic yards that were taken out by Leo Kirkham's state oiling crew in July 1946. This record is attached, a copy of which was included in the support of our computations for the semi-final estimate of this project. A check of the daily oiling records for Kirkham's crew during July 1946 shows that oiling work was done between M.P. 3.1 and M.P. 6.52 and M.P. 16.7 and 17.7 and on the Ochoco Park road. The rock used for the 3.42 miles nearest Redmond came from piles in the Redmond vicinity and the rock used between M.P. 16.7 and 17.7 and the Park road came from piles in the vicinity of Prineville except the 24.3 cubic yards of ½" that came from the contractors pile at M.P. 12.5.

Regarding Mr. Brewster's letter,

No comment on paragraphs 1, 6 and 7.
The above statement covers my findings and is my answer to the first part of paragraph two and paragraph three. In the latter part of paragraph two "was performed in 1947" should be "performed in 1946". I did not say that Mr. Lay was correct but only said if a mistake had been made a check of maintenance operations and records would reveal it. This check has been made and no error or possibility of error was found.

As to the estimates mentioned in paragraph four, I tried to tell Mr. Lay that the amounts shown from month to month might be over or under estimated due to the poor shape of the piles but that the correct yardage would be available when the piles were neatly shaped. I might state here that Mr. Lay admitted (that as far as the whole job was concerned) our total figures checked his own records very closely.

Mr. Lay asked if it would be O.K. to write to our Salem office and I told him that it would be proper and that I had no objections.

In closing I want to point out that the ½" pile in question was staked to contain 350 cubic yards with each corner staked marked plainly. Why any contractor would attempt to pile an amount approximately 40% greater than called for, without specific instructions from the engineer, is beyond me.

Very truly yours,

/s/ A. A. Fossen, Resident Engineer

This Copy referred to
W W Stoffer 11-28-47
CHA

COPY

ASSIGNMENT No. 165

[illegible]: Let. 11/5/47 fr[illegible]anning & Brewster, Redmond, re[illegible] Contract No. 2770, rock production job.

DATE: 11/7/47 ASSIGNED TO: SMITH

- [x] Investigation and report to this office
- [ ] Reply direct with copy to this office
- [ ] Return with drafted reply
- [ ] Comment or recommendation and return to this office
- [ ] Investigation and such action as is necessary
- [ ] Please prepare reply for my signature
- [ ] Assignment executed Date _____
- [ ] _____

REPORT RECEIVED: 12-1-47 bn

REMARKS:

SION

roduction Project
770
ewster Suit.

Dear Sir:

This matter was given to Mr. A. A. Possen, who was in charge of the Struss Rock Production Project. His report is enclosed.

The contractor has accepted his final, and is, of course, satisfactory to him. In order to be sure no mistake had been made, Mr. Possen made a thorough check of records, and I brought Foreman Kirkham from Klamath Falls to go over the stockpile location in question. He stated he could recall the complete oiling procedure and said positively that no such error could have taken place, and did not.

Mr. Possen may be called for a witness in this trial. I am attaching newspaper clipping.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:mm
Encls.
cc Mr. H. C. Smith

RECEIVED 1947

REFERRED TO

W. W. Stiffler
BY MAINTENANCE ENGINEER

FORM E-20 20M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
November 26, 1947

SUBJECT: Redmond Rock Production Project
Contract No. 2770
Cunning and Brewster Suit.

To:

Mr. C. H. Armstrong
Assistant Maintenance Engineer
State Highway Department
Salem, Oregon

Dear Sir:

This matter was given to Mr. A. A. Fossen, who was in charge of the Struss Rock Production Project. His report is enclosed.

The contractor has accepted his final, and is, of course, satisfactory to him. In order to be sure no mistake had been made, Mr. Fossen made a thorough check of records, and I brought Foreman Kirkham from Klamath Falls to go over the stockpile location in question. He stated he could recall the complete oiling procedure and said positively that no such error could have taken place, and did not.

Mr. Fossen may be called for a witness in this trial. I am attaching newspaper clipping.

Very truly yours,

WM. R. CHANDLER
Division Engineer

WRC:me
Encls.
cc Mr. H. G. Smith

REFERRED TO
W. W. Stiffler
BY MAINTENANCE ENGINEER

RECEIVED
1947

LAW OFFICES OF

CUNNING & BREWSTER

REDMOND, OREGON

November 5, 1947

Maintenance Section
State Highway Department
Salem, Oregon

Gentlemen:

Mr. J. A. Struss entered into a contract, Number 2770, to furnish rock for paving highways in the vicinity of Redmond. Struss gave a sub-contract for hauling and placing of the rock in stockpiles to Lay Brothers, and litigation has arisen between Lay Brothers and Struss concerning the contract.

Giles Lay was in active management of the job for Lay Brothers, and he contends that in July 1946 he hauled approximately 170 cubic yards of 1/2" crushed rock to a stockpile at milepost 12.5 on the Ochoco Highway. This rock was removed, according to him, by maintenance crews and oiling crews of the Highway Department for putting a new top on the Ochoco Highway in the Powell Butte section. The oiling and maintenance work, according to Lay, was performed in July, 1946, Lay was not given credit for this rock and yesterday contacted your Mr. Fosson at the Highway Department in Bend, and Fosson felt that Lay was correct, due to the fact that the Highway Department had restaked the stockpile.

Giles Lay informs me that he completed hauling rock for the first layer or tier in the stockpile when the oiling crews came in and he had to stop hauling, to that stockpile, until the oiling work was completed. When the oiling work had been completed and Lay started to haul rock to this stockpile again, practically all of the rock which he had previously hauled had been removed. It now develops that he was given no credit for the rock that was hauled early in July 1946, and removed by the State Highway Department.

Mr. Lay informs me that the monthly estimates for July and August, 1946, allowed the rock haul to the stockpile at milepost 12.5 on the Ohhoco Highway but it was erroneously deducted from the estimate made September 10, 1946. He states that the September estimate deducted approximately 170 cubic yards from the estimates formerly allowed, and allowed nothing for the month of August, although 25 yards was actually hauled to that particular stockpile in August, 1946. In other words, Mr. Lay's claim is that although he was once allowed an estimate for what he claims was hauled to the stockpile, later on, after the rock had been removed by State Highway crews, another survey was made and as the rock had been removed it was not found in the later survey. It is requested that you check your records and determine if there was not a withdrawal from the stockpile at mile post 12.5 in July and August, 1946.

Mr. Fosson suggested that we write the Highway Commission and have them check to find out where the oiling crew got their rock from for the work they did in the Powell Butte section in July, 1946.

Mr. Lay tells me that subsequent to the July episode, another 24 yards was withdrawn and that 24 yards was credited to the job. It is the failure to credit approximately 170 cubic yards of rock in July that Lay is complaining about. It would be appreciated if you would check this as soon as convenient, writing this office, and also writing the Bend office as to what you find.

The action brought by Lay Brothers to recover of Struss will be tried sometime this month and we want that information, if possible before this trial.

Very truly yours,

Geo. H. Brewster

GHB/ee

RECEIVED
NOV 7 1947
OREGON
STATE HIGHWAY COMMISSION

NOV 10 1947

RECEIVED
JUN 18 1947
FOR FILING

Files

7-8301

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 18, 1947

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	8185	2770	10- Final	Struss & McCoy	786.69	310316	ok, gl
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This job has been accepted and your notice is on file with us.

asw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD
6-18-47 gl

Approved _____
Secretary

RECEIVED
JUN 6 1947
FOR FILING

File

AGENDA
MAY 14 1947
14-l

7-8301

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 13, 1947

SUBJECT:

To: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

OFFICE COPY

L

Dear Sir:

All work has been completed on the following State Highway contracts:

Contract No. 2770 with Struss & McCoy for furnishing crushed gravel in stockpiles on the Redmond Section of the McKenzie, The Dalles-California, Ochoco and O'Neil Highways in Crook and Deschutes Counties, completed April 15, 1947.

Contract No. 2855 with Edlefsen-Weygandt Company for grading and paving on the Jantzen Beach Section of the Pacific Highway East in Multnomah County, completed May 6, 1947.

Acceptance of the above-listed contracts is hereby recommended.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

DEP:SM

cc: J. W. McCallister
Goldie Lewis

APPROVED BY HIGHWAY COMMISSION
DATE May 14, 1947
Secretary

5 K C

RECEIVED
MAY 23 1947
FOR FILING

7-8301

May 22, 1947

The Aetna Casualty & Surety Company
Bates,Lively & Pearson, Agent
301 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2779 for work on the Redmond Rock Production Project on the McKenzie, The Dalles-California, Ochoco and O'Neil Secondary Highways, in Crook and Deschutes Counties, has been completed by the contractor, Struss & McCoy, and that final payment in the amount of $786.69 will be made on or after June 1,1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $29,854.60, and that no force account work was performed therein. This contract was completed on April 15, 1947 and accepted by the Commission on May 14, 1947.

This notice is sent you you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
5-22-47 JK

RECEIVED
MAY 21 1947
FOR FILING

7-8301

May 20, 1947

Strunz & McCoy
Redmond
Oregon

Gentlemen:

The State Highway Commission, at its meeting on May 14, 1947, had under discussion your request for an extension of time of five days, from April 10 to April 15, 1947, within which to complete your contract No. 2770 for the Redmond Rock Production Project on the McKenzie, The Dalles-California, Ochoco and O'Neil Secondary Highways in Crook and Deschutes County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler

RECEIVED
MAY 1 1947
FOR FILING

7-8301

April 30, 1947

The Aetna Casualty & Surety Co.,
Bates,Lively & Pearson, Agent
501 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Strues & McCoy, on contract No. 2770, covering the Redmond Rock Production Project in Crook and Deschutes Counties. This payment, in the amount of $6,665.29, will be made on or after May 10, 1947. The retained percentage is $328.39.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
4-30-47 gl

Form E-1—6M—12-46

7-8301

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 19, 1947

Section Redmond

Highway McKenzie, The Dalles-Cal., Ochoco and O'Neil Secondary

Contractor Strass & McCoy

Date of contract January 17, 1946

Date work started February 28, 1946

Amount of contract 26160. additional items $ 500.

Estimated cost of completed project, exclusive of engineering City of Redmond 3780.

Per cent of contract completed, based on total contract price

Engineering cost to date, $ 1550., 5.09 %

Kind of work Rock production

Section prefix 7-8301

Contract number 2770

Date of completion August 31, 1946

Estimated date of completion Completed, 19

Per cent of time elapsed 454 / 227 = 200.0 %

Reg. contract 26230.34

Semi-final estimate City of Redmond 3682.98

100.0 %

Date project was completed April 15, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The project was completed on April 15, 1947 and the stockpiles have been remeasured.

The semi-final estimate was submitted to the Bend Division office on April 17, 1947.

FINAL REPORT

NOTED
E. A PEASE

APR 21 1947

NOTED
F. W. LEDDY

Signed A. A. Fossum

Address 1290 Wall St. Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			39.6		
Miles partially completed					
Miles completed			39.6		
Total estimated quantities			12000 regular contract 1800 cy for City of Redmond		
Estimated quantities moved or placed to date			12025.5 1753.8		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			8	(MON. & TUE.)	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	8					1	9
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1

Compressors ....., Bulldozers 1, Sheep-foot rollers ....., Trucks 3, Scoopmobile 1, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Windy		
Friday	Fair		
Saturday	Cloudy		

STATE PRINTING DEPT.

RECEIVED
APR 3 1947
FOR FILING

7-8301

April 2, 1947

Strauss & McCoy
Redmond
Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 25, 1947, had under discussion your request for an extension of time of 25 days, from March 15 to April 10,1947, within which to complete your contract, No. 2770, for the Redmond Rock Production Project on the McKenzie, The Dalles-California, Ochoco & O'Neil Secondary Highways in Crook and Deschutes Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm.E.Chandler

RECEIVED
JAN 23 1947
FOR FILING

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 14, 1947

SUBJECT: Contract No. 2770
Struss and McCoy

To: Mr. William E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Further reference is made to the contract #2770, Struss and McCoy, covering the Redmond Rock Production Project and the requirement that they accept conditions of the Workmen's Compensation Act.

Attached is a copy of a letter recently received from the Industrial Accident Commission which indicates that J. A. Struss is actually a sub-contractor under Struss and McCoy and has made a filing with the Accident Commission as an individual.

Telephone conversation with Mr. White of the Accident Commission indicates that this procedure is legal and is acceptable to them, at least insofar as this particular contract is concerned.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

RE:dr
Enc.

INDUSTRIAL ACCIDENT COMMISSION

SALEM, OREGON

January 11, 1947

M E M O R A N D U M

State Highway Commission

Re: 46522-A - J. A. Struss, Gen. Contr.
Gen. - Struss & McCoy

Attention: Ralph Eggstaff:

You submitted for reference a memorandum from A. A. Fossen, resident engineer, and made inquiry regarding the stauts of Struss and McCoy as contractors under the workmen's compensation law.

We find a general file for Struss and McCoy and a registered account for J. A. Struss, General Contractor. Mr. Struss has informed us in reply to an inquiry regarding the Struss and McCoy contract, and we quote from his letter the following:

> "The State contract was awarded to Struss and McCoy, but this is in name only. So far everything has been handled in my name, J. A. Struss, as shown on your account. No work has been done on the new contract at John Day, and if Mr. McCoy decides to go in will let you know. This is all in the future."

We also have in the Struss file a photostatic copy of the contract between J. A. Struss, party of the first part, and Beaty, Richard and Giles Lay, parties of the second part, for the delivery of crushed gravel from the plant site to stock piles, and in this contract we find the following paragraph:

> "Whereas, the party of the first part herein has succeeded to all right, title and interest of said E. F. McCoy in and to said contract."

This document also refers to State Highway contract #2770, dated January 1, 1946, between Struss and McCoy and the State Highway Commission for the delivery of 14,800 cubic yards of crushed gravel.

We are pleased to furnish you with this information, and should you wish other data regarding the Struss account, please do not hesitate to let us know.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION

/s/ L. R. White
L. R. White,
Asst. Commissioner

W:HS

RECEIVED
JAN 10 1947
FOR FILING

7-8301

January 9, 1947

Strauss & McCoy
Redmond
Oregon

Dear Sirs:

The State Highway Commission, at its meeting on December 30, 1946, had under discussion your request for an extension of time of 74 days, from January 1, 1947 to March 15, 1947, within which to complete your contract No. 2770, for the Redmond Rock Production Project on the McKenzie, The Dalles-California, Ochoco and O'Neil Secondary Highways, in Crook and Deschutes Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo/gl

cc: Wm. E. Chandler

RECEIVED
JAN 17 1947
FOR FILING

7-8301

Salem, Oregon
January 4, 1947

Mr. Wm. E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

To date we have received no word from Strusa and McCoy, contractors on the Redmond Rock Production Project, to the effect that they have accepted the conditions of the Workmen's Compensation Act as required on page 15, section 6-12, although we have called this matter to their attention a second time.

Will you kindly contact this concern and obtain from them their intentions in this regard.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

HE:dr

cc - Mr. R. G. Smith

RECEIVED
OCT 1 1946
FOR FILING

7-837

October 1,1946

Strean & McCoy
Redmond
Oregon

Gentlemen:

The State Highway Commission at its meeting on September 25, 1946 granted you the extension of time requested, from August 31 to December 31, 1946, without penalty, in connection with contract No. 2770 for furnishing crushed gravel in stockpiles on the Redmond Rock Production Project on the McKenzie, The Dalles-Calif., Ochoco and O'Neil Secondary Highways, in Crook and Deschutes Counties.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler

RECEIVED
SEP 13 1946
FOR FILING

I-8301

Ctrl 2770

September 11, 1946

Mr. John Berning
Street Superintendent
City of [redacted]
Redmond, [redacted]

Dear Sir:

Strunk & McCoy, contractors, advise that they do not wish to furnish the additional 800 yards of material which you request and, under the terms of the contract, I do not feel that we can require such an increase.

It is my recommendation that you make your own arrangements with Strunk & McCoy for any increase.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith
W. E. Chandler

OFFICE OF RECORDER

CITY OF REDMOND

REDMOND, OREGON

August 23, 1946.

Mr. R. H. Baldock,
State Highway Engineer,
Salem,
Oregon.

Dear Sir:

The City of Redmond contracted with you for the purchase of approximately 1000 yards of crushed gravel to be delivered to the City of Redmond under your contract with Strauss and McCoy.

We are wondering if it would be possible to increase the amount of yardage under this contract? If so, we would like to increase the

1/4 - 1	crushed gravel		470 yards
1 - 4	"	"	225 "
4 - 10 mesh	"	"	125 "
			820 Cu. yds.

Any desired percentage increase up to the above amounts will be accepted.

Our check will be forwarded immediately upon notice of acceptance of any increase.

Thanking you, I am,

Very truly yours,

John Berning
Street Superintendent.

RECEIVED
AUG 26 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 3 1946

7-8301

July 2, 1946

Strunz & McCoy
Redmond, Oregon

Cont. # 7770
7-8301

Gentlemen:

In the specifications on the Redmond Rock Production Project you were offered the use of a gravel pit 4.4 miles west of the junction of the McKenzie and The Dalles-California Highways in Redmond. You have not used this pit and we wish to offer it to the contractors on another job which will be let in the first part of August. We would, therefore, appreciate your advice as to whether or not you contemplate using any material from this pit prior to the expiration of your contract, August 31, 1946.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

RECEIVED
MAR 4 1946
FOR FILING

7-8301

March 1, 1946

Strunz & McCoy
Redmond
Oregon
Star Route

Gentlemen:

We are sending you today, by express, a fully executed copy of contract #o. 2770 which was awarded to you on January 17, 1946, by the State Highway Commission, covering furnishing crushed gravel in stockpiles on the Redmond Rock Production Project on the McKenzie, The Dalles-California, Cohoes and O'Neil Secondary Highways. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gladsyer
Secretary

gl

Sent by Express 3-1-46

Recorded

7-8301

THE ÆTNA CASUALTY AND SURETY COMPANY

HARTFORD, CONNECTICUT

AFFILIATE OF

ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

BATES, LIVELY & PEARSON
GENERAL AGENTS
301 YEON BUILDING
BEACON 7381

RECEIVED
JUL 22 1946
FOR FILING

PORTLAND 7, ORE.

February 11, 1946

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

RE: 42 S Struss & McCoy
Contract Bond Contract No. 2770

We are mailing under separate cover the above captioned contract bond for the Redmond Rock Production Project in Crook and Deschutes Counties, Oregon.

Trusting that the above will be found in order, we remain,

Very truly yours,

BATES, LIVELY & PEARSON

By:

aw

RECEIVED
FEB 1 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
7-8301

7-8301

$2770

January 24, 1946

Mr. John Berning
Superintendent of Streets
Redmond, Oregon

Dear Sir:

This is to acknowledge receipt of City of Redmond warrant No. 477 in the amount of $3,700. as advance payment on approximately 1,500 cubic yards of crushed gravel to be delivered to the City of Redmond under our contract with Strunk & Bailey for the production of crushed gravel for State use in the Redmond area.

We are enclosing herewith the provision of the contract which applies to the crushed gravel to be furnished the City. Our change to the City will be at the same price and on the same basis in all respects.

When the gravel is delivered, settlement will be made with the city as outlined in our letter to you under date of January 9, 1946.

Quantities will be determined by measurement of the completed stockpiles and may, therefore, vary some from the quantities specified. Adjustment for this variation will be made in the final settlement.

Very truly yours,

S. H. McCullough
Asst. State Highway Engineer

SHP:GED
cc Mr. H. G. Smith
Mr. H. E. Chandler

Redmond Rock Production Project

SUPPLEMENTAL SPECIAL PROVISIONS

As a condition of this contract, the contractor agrees that he will furnish crushed gravel to the City of Redmond in the following sizes and quantities and at the following unit prices:

3/4" - ½" Crushed Gravel	750 cu. yds.	at	$2.10
½" - ¼" Crushed Gravel	675 " "	"	2.10
¼ - 10 mesh Crushed Gravel	375 " "	"	2.10
	1,800 cu. yds.		

He further agrees that the crushed gravel so furnished will conform with the specifications applicable to the crushed gravel furnished to the State and that the crushed gravel so furnished will be delivered and stockpiled in the City of Redmond at approximately Mile Point 111.3 of the McKenzie Highway. He agrees and understands, also, that the prices here stated are prices f.o.b. the stockpile site at Mile Point 111.3 and that the materials involved are not to participate in anyway in the haul adjustment which is applicable to the materials to be furnished to the State.

Payment to the contractor for the crushed gravel furnished to the City will be made by the State from funds deposited with the State by the City.

OFFICE OF RECORDER

CITY OF REDMOND

REDMOND, OREGON

January 19, 1946.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

Attention Mr. R. H. Balbock.

As per your letter of January 9th, 1946 and our telephone conversation with Mr. C. B. McCullough this date, we are enclosing with this City of Redmond Warrant #4677 for the amount of $3780.00 in payment for crushing 1800 yeards of gravel.

Thanking you, I am,

Very truly yours,

John Benning
Street Superintendent.

RECORDED
Date 1-21-46
By R.E.
Advance fund.

Warrant 4677
$3780.00

RECEIVED
JAN 21 1946
OREGON
STATE HIGHWAY COMMISSION

January 9, 1946

Mr. John Berning
Superintendent of City Streets
Redmond, Oregon

Dear Sir:

On the representations made in your letter of January 4th, we are notifying prospective bidders for our Redmond Rock Production Project to the effect that the successful bidder will be required to furnish 1500 cubic yards of crushed gravel to the City of Redmond at the same prices they are to receive for the crushed gravel to be furnished the State.

A copy of the proposal form and specifications for our project is being sent under separate cover and a copy of the letter to prospective bidders informing them of the arrangement to furnish gravel to your City is enclosed herewith.

Bids are to be received on January 17th. If a satisfactory bid is received, you will be notified and will be expected to promptly forward draft or check in an amount sufficient to cover the cost of 1500 yards at the low bid price, which we expect to be between $2.75 and $3.00. The award of contract will be withheld until your draft or check is received.

When the project is completed, the quantities of gravel furnished will be measured and an exact determination made of the amount chargeable to the City. If this amount exceeds the amount of the initial payment, the City will be called upon to remit the difference. If the amount is less than the amount of the initial payment, the difference will be refunded to the City.

Please complete arrangements for prompt forwarding of the initial payment, so that there will need be no unnecessary delay in the awarding of the contract.

Very truly yours,

R. H. BALDOCK

RHB.
CC Mr. H. G. Smith
Mr. W. E. Chandler

OFFICE OF RECORDER

CITY OF REDMOND

REDMOND, OREGON

January 4, 1946.

Mr. R. H. Baldock,
State Highway Engineer,
Salem,
Oregon.

Dear Sir:

REDMOND We have been informed that the State Highway Commission are going to receive bids for gravel to be crushed at your Cline Falls rock site on Highway #28.

We are wondering if it would be possible for you to include in your specification 1800 yards more or less for the City of Redmond to be delivered at Mile Post 111.3 on Highway 28 or within the loading bunkers at the Cline Falls site.

Sizes to be segregated as follows:

3/4 to 1/2	750 yards.
1/2 to 1/4	675 yards.
1/4 to 0	375 yards
	1800

Our check for the full amount will be forwarded to your office immediately upon receipt of information as to the amount of bid.

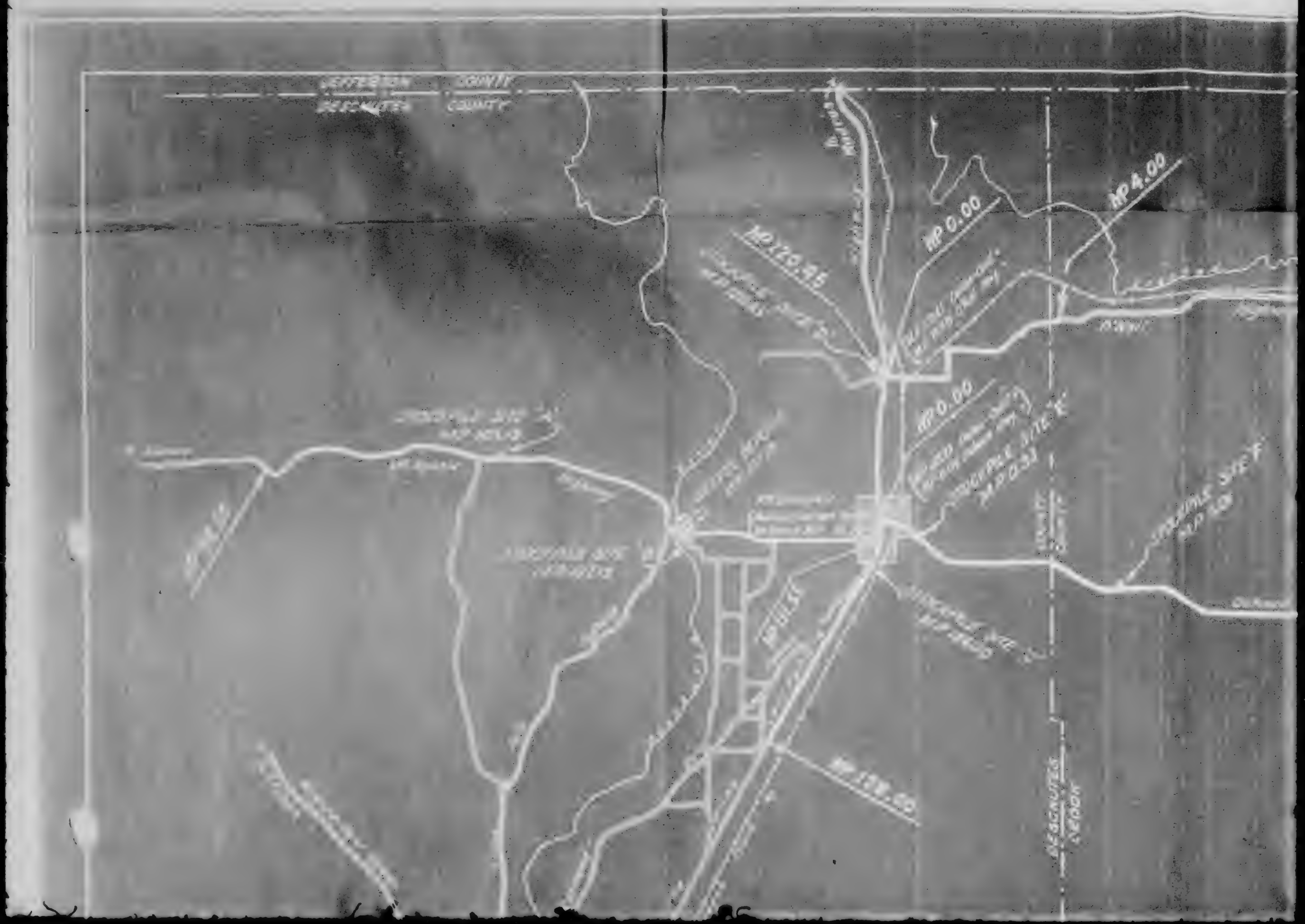
Trusting that an agreement of this nature will meet with your favor and an early reply as to your decision will soon be received, I am,

Very truly yours,

John Benning
Street Superintendent
City of Redmond.

RECEIVED
JAN 7 1946
OREGON
STATE HIGHWAY COMMISSION

344 IDEAL FLYING DAYS YEARLY ON ONE OF OREGON'S LARGEST AIRPORTS


MP 0.00
MP 4.00
MP 0.00
MP 20.95
MP 138.60

MP 120.45
STOCKPILE SITE "D"
MP 118.45
MP 0.00
STOCKPILE SITE "E"
MP 0.00
STOCKPILE SITE "F"
MP 3.0
STOCKPILE SITE "G"
MP 6.0
Highway
O'Neil
Wells

MP 0.00

O'Neil

RECEIVED
JAN 24 1946
FOR FILING

2-830

January 22, 1946

Strunz & McCoy
Star Route
Redmond
Oregon

Gentlemen:

We are sending you today, by express, four copies of Contract No. 2770 which was awarded to you by the State Highway Commission on January 17, 1946, covering the furnishing of crushed gravel in stockpiles on the Redmond Rock Production Project on the McKenzie, The Dalles-California, Cohoco and O'Neil Secondary Highways in Crook and Deschutes Counties.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-16, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Sent by Express 1-22-46 gl
Receipt

RECEIVED
JAN 23 1946
FOR FILING
7-8301

#2770

January 21, 1946

Struns & McCoy
Star Route
Redmond, Oregon

Gentlemen:

The State Highway Commission, on January 17, 1946, awarded you the contract for the Redmond Rock Production Project on four state highways, in Crook and Deschutes Counties. This award was based on your low bid of $26,160, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

cc

S-215(4) Buell & Salt Cr.-Dolph Corner, Dallas-Coast Secon. Hwy. 1946

#2771

RECEIVED
MAR 10 1949
FOR FILING
ALASKA
MONTANA S-215 (4)
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 9, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of modification of agreement for Oregon S-215(4), Buell and Salt Creek-Dolph Corner Sections of the Dallas-Coast Highway in Polk County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED

For

...gon Federal ...econdary Project No. S-215(4) WA8pr 7142

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 29, 1946, by the Oregon State Highway Commission and on November 20, 1946, by the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-215(4); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $122,390.00 to $130,800.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred thirty thousand, eight hundred and 00/100 dollars ($130,800.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized pro rata share of the approved total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred thirty thousand, eight hundred and 00/100 dollars ($130,800.00), which does not exceed the authorized Federal pro rata share share of two hundred eleven thousand, eleven and 90/100 dollars ($211,011.90), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on March 1, 1944.

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION

By

Chairman, State Highway Commission

By

Member, State Highway Commission

By

Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By

Division Engineer
U. S. Public Roads Administration.

Oregon Federal Aid Secondary Project No. S-215(4).

RECEIVED
APR 1 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

February 10, 1949

S-215(4)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-215(4)
Buell & Salt Creek-
Dolph Corner Sections,
~~Territorial Highway~~

Gentlemen:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 25 1949
FOR FILING

S-215(4)

February 2, 1949

Mr. T. H. Bovis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Buell and Salt Creek-Ralph Corner Sections, Project No. S-215 (4).

In the Secondary Federal-aid Program approved August 13, 1948, the setup of funds are total cost, $211,011.90, Federal funds, $122,390.00, and it is our request the setup of Federal funds in the program be increased to $130,800.00, which amount conforms with that requested in the final voucher recently submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-215 (4)

HULL AND SALT CREEK-DOLPH CORNER SECTIONS OF THE DALLAS-COAST HIGHWAY IN POLK COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 25, 1940

Type Code 5231
Grading, Surfacing and Bituminous Macadam (Sta. 210+50 to 252+00)
(Sta. 451+00 to 623+70) (Contract No. 2771)

All Required		Clearing and Grubbing		$ 2,500.00
570	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,710.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
110,000	cu. yds.	General Excavation, Unclassified	0.25	27,500.00
350,000	yd. sta.	Short Overhaul	0.01	3,500.00
7,500	C-yd. sta.	Long Overhaul	0.40	3,000.00
3,800	lin. ft.	Rounding Cutbanks	0.15	570.00
4.02	miles	Finishing Roadbed and Slopes	400.00	1,608.00
1,100	lin. ft.	8" Perforated Concrete Pipe	0.80	880.00
220	lin. ft.	12" Concrete Pipe	1.00	220.00
610	lin. ft.	18" Concrete Pipe	2.00	1,220.00
130	lin. ft.	30" Concrete Pipe	5.00	650.00
220	lin. ft.	36" Concrete Pipe	7.00	1,540.00
50	lin. ft.	48" Concrete Pipe	12.00	600.00
60	lin. ft.	Salvaging Culvert Pipe	1.00	60.00
140	cu. yds.	Rock or Gravel Backfill in Drains	5.00	700.00
130	cu. yds.	Class "A" Concrete	40.00	5,200.00
12,300	lbs.	Metal Reinforcement	0.08	984.00
4,100	cu. yds.	3" - 0" Material in Base, Hull Section	2.10	8,610.00
10,900	cu. yds.	3" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.35	25,615.00
1,600	cu. yds.	3/4" - 0" Material in Base, Hull Section	2.35	3,760.00
7,700	cu. yds.	3/4" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.50	19,250.00
650	M-gals.	Sprinkling	2.00	1,300.00
4.02	miles	Preparation of Base	300.00	1,206.00
3,770	cu. yds.	Furnishing and Placing Aggregates	3.40	12,818.00
50	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	1,500.00
312	tons	Furnishing and Placing RT-8 Tar	24.00	7,488.00
		Subtotal		$152,869.00
		10% Engr. & Cont.		15,286.90
		Total		$168,155.90

Type Code 2040
Mill Creek Bridge (Contract No. 2833)

All Required		Removal of Old Bridge and Provision for Traffic		$ 8,500.00
All Required		Shoring, Cribbing, Etc.		300.00
80	cu. yds.	Structural Excavation	$ 60.00	480.00
10	cu. yds.	Structural Excavation Below Elevations Shown	10.00	100.00
290	cu. yds.	Class "A" Concrete	48.00	13,920.00
64,000	lbs.	Metal Reinforcement	0.08	5,120.00
51,000	lbs.	Structural Steel	0.14	7,140.00
400	lin. ft.	Metal Handrail	8.50	3,400.00
			Subtotal	$ 38,960.00
			10% Engr. & Cont.	3,896.00
			Total	$ 42,856.00

Length of Roadway	4.017 miles
Length of Bridge	.036 mile
Total Length	4.053 miles
Cost per mile, Roadway	$41,861.06

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$168,155.90	$104,235.00	$63,920.90
Bridge	42,856.00	26,565.00	16,291.00
	$211,011.90	$130,800.00	$80,211.90

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
FEB 4 1949
FOR FILING

S-015(4)

February 2, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Ewell and Salt Creek-Ralph Corner Sections, Project No. S-215 (4).

In the Secondary Federal-aid Program approved August 13, 1948, the setup of funds are total cost, $211,011.90, Federal funds, $122,390.00, and it is our request the setup of Federal funds in the program be increased to $130,800.00, which amount conforms with that requested in the final voucher recently submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

Encl.

RECEIVED
OCT 3 1947
FOR FILING

S-215-(4)

October 2, 1947

United States Fidelity and Guaranty Company
B. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

Dear Sir:

You are hereby notified that State Highway Contract No. 2771 for work on the Buell and Salt Creek-Dolph Corner Section of the Dallas-Coast Secondary Highway, in Polk County, has been completed by the contractor, O.C. Yocom Co., and that final payment in the amount of $4,638.82 will be made on or after October 13, 1947 to the United States National Bank of Portland, McMinnville Branch, to whom it has been assigned.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $159,941.43, of which amount $423.96 represents the amount of force account items. This contract was completed on May 21, 1947 and accepted by the Highway Commission on June 17, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
10-2-47 gf

RECEIVED
AUG 20
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. Box 3900
PORTLAND 8, OREGON

S-215-4

August 15, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your letter of June 8, 1947 transmitted Form PR-47-A for the grading portion (O. C. Yocum Contract) for Oregon Project No. S-215(4), Buell and Salt Creek - Dolph Corner Sections of the Dallas-Coast Highway.

Will you please also furnish us similar form for the Mill Creek Bridge portion of the contract (Philpott and Buckingham) which was completed June 7, 1947.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG 19 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 24 1947
FOR FILING

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 CASCADE BUILDING
520 S. W. SIXTH AVENUE, PORTLAND 4, OREGON
TELEPHONE: ATWATER 8511

W. TALBOT SINCLAIR
MANAGER

File S-215(4)

June 17, 1947

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Bond 58612-12-171-46 - O.C. Yocom - Cont. 2771
Buell and Salt Creek-Dolph Corner Section
of Dallas - Coast Secondary Highway Polk
County.

Dear Mr. Glaisyer:

We have today written you consenting to the semi-final payment on the captioned contract, from which we believe this job is completed.

Will you be kind enough to favor us with the information requested in the attached Status Report Form Contract 26 and return in the enclosed stamped envelope.

Thanking you.

Very truly yours,

W. TALBOT SINCLAIR, MANAGER

By Elwyn A. Wride
Elwyn A. Wride, Supt.,
Fidelity and Surety Depts.

EAW:l
Enc.

Letter of Consent to Mrs. Lewis 6-18 Q

REFERRED TO
SECRETARY
OK H. B. G.

RECEIVED
JUN 18 1947
OREGON
STATE HIGHWAY COMMISSION

U. S. F. & G.

RECEIVED
JUN 16 1947
FOR FILING

S. 215 (4)

June 13, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter dated June 12 regarding Form PR-47-A for the roadway portion of Oregon Project S-215 (4), State Contract 2771, Buell and Salt Creek-Dolph Corner.

1. Total Cost of Project (Roadway) $172,034
2. Total Cost of all Construction (Roadway) 160,034

The mileage of constructed roadway is 3.97. Approaches to the bridge, totaling .048 miles, were completed under the bridge contract and will be included in the bridge report.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:lh

RECEIVED
JUN 16 1947
FOR FILING

S-215 (4)

June 14, 1947

United States Fidelity and Guaranty Co.
B. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to O. C. Yocum Company, assigned to U.S.National Bank of Portland, McMinnville Branch, on contract No. 2770, covering Buell and Salt Creek-Ralph Corner Section of the Dallas-Coast Secondary Highway in Polk County. This payment, in the amount of $6,600.69, will be made on or after June 24, 1947. The retained percentage is $4,201.63.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

6-14-47 gl

RECEIVED
JUN 20 1947
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

S-215(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O. Box 3900
PORTLAND 8, OREGON

June 12, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Form PR-47-A, forwarded with your letter of June 8, for the roadway portion of Oregon Project S-215(4), Buell and Salt Creek to Dolph Corner Section of the Dallas - Coast Highway.

Inasmuch as the information is not in our records, we will appreciate your furnishing the following for this contract:

1. Total Cost of Project.

2. Cost of all Construction.

Our records show the length of roadway constructed on the project as 4.017 miles but which is indicated as 3.97 miles on the PR-47-A. Will you please advise as to which is correct.

We today received Mr. Paxson's June 11 letter, adivising completion of contract for the Mill Creek Bridge portion of the project. Should you so desire, submission of Form PR-47-A on projects such as this may be deferred until both contracts or all work on the project has been completed. Separate forms for each contract or one form combining both contracts may then be submitted.

Very truly yours,

T. M. DAVIS
District Engineer

In reply state June 17.

RECEIVED
JUN 13 1947
STATE HIGHWAY COMMISSION

Form E-1—SM—7-46

S-215 (4)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 31, 19 47

Section Buell- S a lt Creek- Dolph Corner

Kind of work Grading, Surfacing & Oiling

Highway Dallas Coast

Section prefix 127-1015

Contractor O.C.Yocom Company

Contract number 2771

Date of contract Jan. 17, 19 46

Date of completion ~~May 31~~ Oct. 31, 19 ~~47~~ 46

Date work started June 5, 19 46

Estimated date of completion May 21, 19 47

Amount of contract $152,869.00

Per cent of time elapsed . . . . . %

Estimated cost of completed project, exclusive of engineering . . . . . $ 170.205.90

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date, $ 12510, 8.18 ~~xxx~~ %

Date project was completed May 21, 19 47

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project is all complete and will be sent in as soon as the oil invoices get here.

NOTED
E A PEASE

NOTED
H. W. LIBBY

RECEIVED
JUN 6 1947
DIVISION ENGINEER

JUN 3 1947

Signed James E Dalton

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.97	3.97		3.97	
Miles partially completed					
Miles completed	3.97	3.97		3.97	
Total estimated quantities	110,000	35,300		3770	
Estimated quantities moved or placed to date	107,979	34892		3700.5	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
FEB 18 1947
FOR FILING

S-215(4)

February 17, 1947

G. C. Yocom Company
902 East 11th Street
McMinnville
Oregon

Gentlemen:

The State Highway Commission, at its meeting on February 4, 1947, had under discussion your request for an extension of time of six months time, from October 31, 1946 to June 30, 1947, within which to complete your contract No. 2773 for the Buell and Salt Creek-Dolph Corner Section of the Dallas-Coast Secondary Highway, in Polk County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: F. D. Mason

RECEIVED
DEC 28 1946
FOR FILING

S-215-4

December 26, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2771, Bunil and Salt Creek-Delph Corner Section of the Dallas-Coast Secondary Highway, S-215 (4), to O. C. Iocom, Contractor, from October 31, 1946, to June 30, 1947.

Due to inclement weather conditions during September and October, and the severity of early fall rains, the contractor was unable to finish placing of the bituminous wearing surface and was requested to defer the oiling until next summer.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

MONTANA
OREGON
WASHINGTON

RECEIVED
NOV 27 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S-215(4)

November 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement and certificate for Oregon Federal Aid Secondary Project No. S-215(4). Buell and Salt Creek-Dolph Corner Section of the Dallas-Coast Highway in Polk County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 23 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

State Oregon WAS pr 7142

Federal Aid Secondary Project No. S-215(4)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of October, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 17th day of December, 1945, revised a project statement, which was approved on the 20th day of December, 1945, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for section of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2nd day of January 1946; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of One hundred twenty-two thousand three hundred ninety and 00/100.

dollars ($122,390.00) as the share of the United States payable under said act on account of section of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

10—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1947; Chap. 53, Laws 1950; Chap. 289, Laws 1959
(Include laws and citations of

act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 210+50 in the NW 1/4 Section 23, T-6-S, R-6-W, W.M., and survey station 423+50 in the NE 1/4 Section 14, T-7-S, R-6-W, W.M., except station 278+00 to Station 451+00

Oregon Federal aid length 4.033 miles, in Polk County, being Section [redacted] of [redacted] Secondary project No. S-215(4), consisting of 4.087 miles of roadway and [redacted] bridges, each of more than 20 feet clear span, 0.096 of a mile in length.

10—1379

II

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

16—11370-1

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of One hundred twenty-two thousand three hundred ninety and 00/100 dollars ($ 122,390.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Two hundred eleven thousand eleven and 90/100 dollars ($ 211,011.90), the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939
(Include reference to statute authorizing

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

10—11879-1 GPO

PROJECT

materials which

in any event

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 20th day of November, 1946

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By Mott Slaughter
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By H. Bleasdale
Secretary
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

By
COMMISSIONER OF PUBLIC ROADS,
Commissioner of Public Roads
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. [illegible] State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 211,011.90 as the total estimated cost of said project, and the sum of $ 122,390.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Oregon this 20th day of November one thousand nine hundred and forty-six

[redacted]
COMMISSIONER OF PUBLIC ROADS

By [redacted]
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10120-1

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

RECEIVED
OCT 25 1946
FOR FILING
S-215(4)

October 21, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal, including special provisions, for Oregon project S-215(4), Buell and Salt Creek-Dolph Corner Sections, Dallas-Coast Highway.

Very truly yours,

T. M. DAVIS
District Engineer

By H. A. STODDART
Senior Highway Engineer

Encl:

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OCT 22 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON
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FOR FILING
S-215(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

October 17, 1946

REFERRED TO
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-215(4)
Buell and Salt Creek-Dolph Corner
Sections, Dallas-Coast Highway.

Dear Sir:

We are forwarding herewith two copies of proposed agreement for signature. Please return both copies. After Public Roads execution one will be returned for your files with copy of pertinent Treasury Certificate.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OCT 1 [illegible] 1946
OREGON
STATE HIGHWAY COMMISSION

2 C
10/25/46

RECEIVED
APR 2 1947
FOR FILING

S-215(4)

September 26, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate on basis for project agreement for the Bend and Bald Crook-Ochoco Summer Section, Project No. S-215 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

JHM:JF
Encl.

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

July 23, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-215(4), Buell and Salt Creek - Dolph Corner Sections of the Dallas - Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JUL 2 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 2 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT INDEX~~
Division 8

RECEIVED
MAR 19 1946
OREGON
STATE HIGHWAY COMMISSION

March 14, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-215(4), Buell and Salt Creek - Dolph Corner Sections of the Dallas - Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

March 9, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Mill Creek Bridge on the Dallas-Coast Highway, Project No. S-215 (4).

Six bid proposals and six sets of blue line plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

January 17, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the action of the State Highway Commission in rejecting as excessive, all bids received for the construction of the Mill Creek Bridge on Oregon Project S-215(4).

It is our understanding this bridge will be readvertised.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 19 6
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

January 17, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the award of contract on the grading and oiling of Oregon Project S-215(4), to O. C. Yocum, McMinnville, Oregon, who submitted the low bid of $152,869.00 on the alternate using tar.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 19 1946
OREGON
STATE HIGHWAY COMMISSION

January 8, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3300
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimate to accompany plans and specifications for the Buell and Salt Creek-Dolph Corner Section, Project No. S-215 (4).

The unit prices for the two items "3" - 0" Material in Base, Buell Section" and "3" - 0" Material in Base, Salt Creek-Dolph Corner Section" have been increased. All other items are identical to those shown in the estimate submitted previously.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

January 2, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project S-215(4), the Buell and Salt Creek-Dolph Corner Section of the Dallas Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

As requested by Mr. Probert, the item in the estimate for rights-of-way has been deleted and the Federal Aid Funds requested have been distributed to the construction items.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 4 1946
OREGON
STATE HIGHWAY COMMISSION

Copies sent to Mr. Baldock

Oregon State Highway Department

Federal Aid Secondary
Project No. S-215 (4)

BUELL AND SALT CREEK-DOLPH CORNER SECTIONS OF THE DALLAS-COAST HIGHWAY IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 8, 1946

Grading, Surfacing and Bituminous Macadam
(Sta. 210+50 to 252+00) (Sta. 451+00 to 623+50)

All Required		Clearing and Grubbing		$ 8,000.00
570	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,140.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
110,000	cu. yds.	General Excavation, Unclassified	.30	33,000.00
350,000	yd. stas.	Short Overhaul	.015	5,250.00
7,500	C-yd. stas.	Long Overhaul	.40	3,000.00
3,800	lin. ft.	Rounding Cutbanks	.12	456.00
4.02	miles	Finishing Roadbed and Slopes	400.00	1,608.00
1,100	lin. ft.	8" Perforated Concrete Pipe	1.00	1,100.00
220	lin. ft.	12" Concrete Pipe	2.00	440.00
610	lin. ft.	18" Concrete Pipe	3.00	1,830.00
130	lin. ft.	30" Concrete Pipe	6.00	780.00
220	lin. ft.	36" Concrete Pipe	8.00	1,760.00
50	lin. ft.	48" Concrete Pipe	12.00	600.00
60	lin. ft.	Salvaging Culvert Pipe	1.00	60.00
140	cu. yds.	Rock or Gravel Backfill in Drains	3.50	490.00
130	cu. yds.	Class "A" Concrete	40.00	5,200.00
12,300	lbs.	Metal Reinforcement	.07	861.00
4,180	cu. yds.	3" - 0" Material in Base, Buell Section	1.85	7,583.00
18,900	cu. yds.	3" - 0" Material in Base, Salt Creek-Dalph Corner Section	2.35	44,415.00
1,600	cu. yds.	3/4" - 0" Material in Base, Buell Section	3.00	4,800.00
7,700	cu. yds.	3/4" - 0" Material in Base, Salt Cr.-Dalph Corner Sec.	3.00	23,100.00
650	M-gals.	Sprinkling	2.00	1,300.00
4.02	miles	Preparation of Base	150.00	603.00
3,770	cu. yds.	Furnishing and Placing Aggregates	4.00	15,080.00
50	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	1,500.00

260	tons	Furnishing and Placing 121-150 Asphalt	$30.00	$ 7,800.00
312	tons	Furnishing and Placing RT-8 Tar	25.00	(Alternate)
		Subtotal		$171,838.00
		10% Engr. & Cont.		17,183.80
		Total		$189,021.80

Mill Creek Bridge

All Required		Removal of Old Bridge and Provision for Traffic		$ 5,000.00
80	cu. yds.	Structural Excavation	$ 5.00	400.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
290	cu. yds.	Class "A" Concrete	35.00	10,150.00
64,000	lbs.	Metal Reinforcement	.065	4,160.00
51,000	lbs.	Structural Steel	.12	6,120.00
400	lin. ft.	Metal Handrail	8.00	3,200.00
		Subtotal		$ 29,130.00
		10% Engr. & Cont.		2,913.00
		Total		$ 32,043.00

Length of Roadway	4.017 miles
Length of Bridge	.036 mile
Total Length	4.053 miles
Cost per mile, Roadway	$47,055.46

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$189,021.80	$82,085.00	$106,936.80
Bridge	32,043.00	13,915.00	18,128.00
	$221,064.80	$96,000.00	$125,064.80

Division 8

December 27, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.A.R. for Oregon Federal Aid Secondary Project No. S-225(4), the Bandon and Salt Creek to Bandon Corner Section of the Dallas Coast Highway have been received.

The program item mentions only grading, surfacing and oiling. It therefore, appears necessary that you prepare a formal request for the inclusion in the program item as a minor change, the addition of the lands, rights-of-way and the Mill Creek Bridge.

Also the P.S.A.R. documents should include the landscape analysis requested by letter recently.

We will hold the project papers without action, pending receipt of the program change request and landscape analysis.

Very truly yours,

REFERRED TO
Project
By Chief Engineer
Sent to file

T. M. DAVIS
District Engineer.

By

H. A. STODDART
Sr. Highway Engineer.

RECEIVED
DEC 31 1945
OREGON
STATE HIGHWAY COMMISSION

Original sent to Fin. Project

P&W OK

December 20, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate, three copies of right of way statement and two copies of completed work summary to accompany plans and specifications for the Buell and Salt Creek-Dolph Corner Section, Project No. S-215 (4).

Five bid proposals each for the roadway and bridge projects and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-215 (4)

DULL AND SALT CREEK-DOLPH CORNER SECTIONS OF THE DALLAS-COAST HIGHWAY IN POLK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 17, 1945

Grading, Surfacing and Bituminous Macadam (Sta. 210+50 to 252+00) (Sta. 451+00 to 523+50) (Contract No. 2771)

All Required		Clearing and Grubbing		$ 2,500.00
570	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,710.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
110,000	cu. yds.	General Excavation, Unclassified	0.25	27,500.00
350,000	yd. sta.	Short Overhaul	0.01	3,500.00
7,500	C-yd. sta.	Long Overhaul	0.40	3,000.00
3,800	lin. ft.	Rounding Cutbanks	0.15	570.00
4.02	miles	Finishing Roadbed and Slopes	400.00	1,608.00
1,100	lin. ft.	8" Perforated Concrete Pipe	0.80	880.00
220	lin. ft.	12" Concrete Pipe	1.00	220.00
610	lin. ft.	18" Concrete Pipe	2.00	1,220.00
130	lin. ft.	30" Concrete Pipe	5.00	650.00
220	lin. ft.	36" Concrete Pipe	7.00	1,540.00
50	lin. ft.	48" Concrete Pipe	12.00	600.00
60	lin. ft.	Salvaging Culvert Pipe	1.00	60.00
140	cu. yds.	Rock or Gravel Backfill in Drains	5.00	700.00
130	cu. yds.	Class "A" Concrete	40.00	5,200.00
12,300	lbs.	Metal Reinforcement	0.08	984.00
4,100	cu. yds.	3" - 0" Material in Base, Dull Section	2.10	8,610.00
18,900	cu. yds.	3" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.35	44,415.00
1,600	cu. yds.	3/4" - 0" Material in Base, Dull Section	2.35	3,760.00
7,700	cu. yds.	3/4" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.50	19,250.00
650	M-gals.	Sprinkling	2.00	1,300.00
4.02	miles	Preparation of Base	300.00	1,206.00
3,770	cu. yds.	Furnishing and Placing Aggregates	3.40	12,818.00
50	tons	Furnishing and Placing MC-3 or Emulsified Asphalt	30.00	1,500.00
312	tons	Furnishing and Placing MT-8 Tar	24.00	7,488.00
			Subtotal	$152,869.00
			10% Engr. & Cont.	15,286.90
			Total	$168,155.90

Mill Creek Bridge (Contract No. 2837)

All Required		Removal of Old Bridge and Provision for Traffic		$ 8,500.00
All Required		Shoring, Cribbing, Etc.		300.00
80	cu. yds.	Structural Excavation	$ 6.00	480.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
290	cu. yds.	Class "A" Concrete	45.00	13,050.00
64,000	lbs.	Metal Reinforcement	0.08	5,120.00
51,000	lbs.	Structural Steel	0.14	7,140.00
400	lin. ft.	Metal Handrail	8.50	3,400.00
			Subtotal	$38,960.00
			10% Engr. & Cont.	3,896.00
			Total	$42,856.00

Length of Roadway	4.017 miles
Length of Bridge	.036 mile
Total Length	4.053 miles
Cost per mile, Roadway	$41,861.06

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$168,155.90	$ 97,530.00	$70,625.90
Bridge	42,856.00	24,860.00	17,996.00
	$211,011.90	$122,390.00	$88,621.90

State Funds for Construction: Chap. 173, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939

State Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department — Federal Aid Secondary Project No. S-215 (4)

BUELL AND SALT CREEK-DOLPH CORNER SECTIONS OF THE DALLAS-COAST HIGHWAY IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project Aid agreement.)

Salem, Oregon, July 22, 1946

All Required		Lands, Rights of Way, Easements, Etc.		$ 12,000.00

Grading, Surfacing and Miscellaneous Masonry (Sta. 210+50 to 252+00) (Sta. 451+00 to 623+40) (Contract No. 2771)

All Required		Clearing and Grubbing		$ 2,500.00
570	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,710.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
110,000	cu. yds.	General Excavation, Unclassified	0.25	27,500.00
350,000	yd. stas.	Short Overhaul	0.01	3,500.00
7,500	C-yd. stas.	Long Overhaul	0.40	3,000.00
3,800	lin. ft.	Rounding Cutbanks	0.15	570.00
4.02	miles	Finishing Roadbed and Slopes	400.00	1,608.00
1,100	lin. ft.	8" Perforated Concrete Pipe	0.80	880.00
220	lin. ft.	12" Concrete Pipe	1.00	220.00
610	lin. ft.	18" Concrete Pipe	2.00	1,220.00
130	lin. ft.	30" Concrete Pipe	5.00	650.00
220	lin. ft.	36" Concrete Pipe	7.00	1,540.00
50	lin. ft.	48" Concrete Pipe	12.00	600.00
60	lin. ft.	Salvaging Culvert Pipe	1.00	60.00
140	cu. yds.	Rock or Gravel Backfill in Drains	5.00	700.00
130	cu. yds.	Class "A" Concrete	40.00	5,200.00
12,300	lbs.	Metal Reinforcement	0.08	984.00
4,100	cu. yds.	3" - 0" Material in Base, Buell Section	2.10	8,610.00
28,900	cu. yds.	3" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.35	44,415.00
1,600	cu. yds.	3/4" - 0" Material in Base, Buell Section	2.35	3,760.00
7,700	cu. yds.	3/4" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.50	19,250.00
650	M-gals.	Sprinkling	2.00	1,300.00
4.02	miles	Preparation of Base	300.00	1,206.00

3,770	cu. yds.	Furnishing and Placing Aggregates	$ 3.40	$ 12,818.00
50	tons	Furnishing and Placing RC-3 or Emulcified Asphalt	30.00	1,500.00
312	tons	Furnishing and Placing RT-8 Tar	24.00	7,488.00
		Subtotal		$152,869.00
		10% Engr. & Cont.		15,286.90
		Total		$168,155.90

Mill Creek Bridge

All Required		Removal of Old Bridge and Provision for Traffic		$ 7,700.00
All Required		Shoring, Cribbing, Etc.		400.00
80	cu. yds.	Structural Excavation	$ 5.00	400.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
290	cu. yds.	Class "A" Concrete	38.00	11,020.00
64,000	lbs.	Metal Reinforcement	0.07	4,480.00
51,000	lbs.	Structural Steel	0.135	6,885.00
400	lin. ft.	Metal Handrail	8.50	3,400.00
		Subtotal		$ 34,385.00
		10% Engr. & Cont.		3,438.50
		Total		$ 37,823.50

Length of Roadway	4.017 miles
Length of Bridge	.036 mile
Total Length	4.053 miles
Cost per mile, Roadway	$41,861.06

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 12,000.00	$ 5,880.00	$ 6,120.00
Roadway	168,155.90	97,530.00	70,625.90
Bridge	37,823.50	21,940.00	15,883.50
	$217,979.40	$125,350.00	$92,629.40

Oregon State Highway Department

Federal Aid Secondary
Project No. S-215 (4)

BUELL AND SALT CREEK-DOLPH CORNER SECTIONS OF THE DALLAS-COAST HIGHWAY IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 7, 1946

All Required		Lands, Rights of Way, Easements, Etc.		$ 12,000.00

Grading, Surfacing and Bituminous Macadam
(Sta. 210+50 to 252+00) (Sta. 451+00 to 622+50)
(Contract No. 2771)

All Required		Clearing and Grubbing		$ 2,500.00
570	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,710.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
110,000	cu. yds.	General Excavation, Unclassified	.25	27,500.00
350,000	yd. stas.	Short Overhaul	.01	3,500.00
7,500	C-yd.stas.	Long Overhaul	.40	3,000.00
3,800	lin. ft.	Rounding Outbanks	.15	570.00
4.02	miles	Finishing Roadbed and Slopes	400.00	1,608.00
1,100	lin. ft.	8" Perforated Concrete Pipe	.80	880.00
220	lin. ft.	12" Concrete Pipe	1.00	220.00
610	lin. ft.	18" Concrete Pipe	2.00	1,220.00
130	lin. ft.	30" Concrete Pipe	5.00	650.00
220	lin. ft.	36" Concrete Pipe	7.00	1,540.00
50	lin. ft.	48" Concrete Pipe	12.00	600.00
60	lin. ft.	Salvaging Culvert Pipe	1.00	60.00
140	cu. yds.	Rock or Gravel Backfill in Drains	5.00	700.00
130	cu. yds.	Class "A" Concrete	40.00	5,200.00
12,300	lbs.	Metal Reinforcement	.08	984.00
4,100	cu. yds.	3" - 0" Material in Base, Buell Section	2.10	8,610.00
18,900	cu. yds.	3" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.35	44,415.00
1,600	cu. yds.	3/4" - 0" Material in Base, Buell Section	2.35	3,760.00
7,700	cu. yds.	3/4" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.50	19,250.00
650	M-gals.	Sprinkling	2.00	1,300.00
4.02	miles	Preparation of Base	300.00	1,206.00

3,770	cu. yds.	Furnishing and Placing Aggregates	$ 3.40	$ 12,818.00
50	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	1,500.00
312	tons	Furnishing and Placing RT-8 Tar	24.00	7,488.00
		Subtotal		$152,869.00
		10% Engr. & Cont.		15,286.90
		Total		$168,155.90

Mill Creek Bridge

All Required		Removal of Old Bridge and Provision for Traffic		$ 6,000.00
80	cu. yds.	Structural Excavation	$ 5.00	400.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
290	cu. yds.	Class "A" Concrete	40.00	11,600.00
64,000	lbs.	Metal Reinforcement	.07	4,480.00
51,000	lbs.	Structural Steel	.12	6,120.00
400	lin. ft.	Metal Handrail	8.00	3,200.00
		Subtotal		$ 31,900.00
		10% Engr. & Cont.		3,190.00
		Total		$ 35,090.00

Length of Roadway	4.017 miles
Length of Bridge	.036 mile
Total Length	4.053 miles
Cost per mile, Roadway	$41,861.06

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 12,000.00	$ 5,880.00	$ 6,120.00
Roadway	168,155.90	97,530.00	70,625.90
Bridge	35,090.00	20,350.00	14,740.00
	$215,245.90	$123,760.00	$91,485.90

Oregon State Highway Department

Federal Aid Secondary
Project No. S-213 (4)

BUELL AND SALT CREEK-DOLPH CORNER SECTIONS OF THE DALLAS-COAST HIGHWAY IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 7, 1946

All Required		Lands, Rights of Way, Easements, Etc.		$ 12,000.00

Grading, Surfacing and Bituminous Macadam
(Sta. 210+50 to 252+00) (Sta. 451+00 to 623+50)
(Contract No. 2771)

All Required		Clearing and Grubbing		$ 2,500.00
570	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,710.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
110,000	cu. yds.	General Excavation, Unclassified	.25	27,500.00
350,000	yd. stas.	Short Overhaul	.01	3,500.00
7,500	C-yd.stas.	Long Overhaul	.40	3,000.00
3,800	lin. ft.	Rounding Cutbanks	.15	570.00
4.02	miles	Finishing Roadbed and Slopes	400.00	1,608.00
1,100	lin. ft.	8" Perforated Concrete Pipe	.80	880.00
220	lin. ft.	12" Concrete Pipe	1.00	220.00
610	lin. ft.	18" Concrete Pipe	2.00	1,220.00
130	lin. ft.	30" Concrete Pipe	5.00	650.00
220	lin. ft.	36" Concrete Pipe	7.00	1,540.00
50	lin. ft.	48" Concrete Pipe	12.00	600.00
60	lin. ft.	Salvaging Culvert Pipe	1.00	60.00
140	cu. yds.	Rock or Gravel Backfill in Drains	5.00	700.00
130	cu. yds.	Class "A" Concrete	40.00	5,200.00
12,300	lbs.	Metal Reinforcement	.08	984.00
4,100	cu. yds.	3" - 0" Material in Base, Buell Section	2.10	8,610.00
18,900	cu. yds.	3" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.35	44,415.00
1,600	cu. yds.	3/4" - 0" Material in Base, Buell Section	2.35	3,760.00
7,700	cu. yds.	3/4" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.50	19,250.00
650	M-gals.	Sprinkling	2.00	1,300.00
4.02	miles	Preparation of Base	300.00	1,206.00

3,770	cu. yds.	Furnishing and Placing Aggregates	$ 3.40	$ 12,818.00
50	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	1,500.00
312	tons	Furnishing and Placing RT-5 Tar	24.00	7,488.00
		Subtotal		$152,869.00
		10% Engr. & Cont.		15,286.90
		Total		$168,155.90

Hill Creek Bridge

All Required		Removal of Old Bridge and Provision for Traffic		$ 6,000.00
80	cu. yds.	Structural Excavation	$ 5.00	400.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
290	cu. yds.	Class "A" Concrete	40.00	11,600.00
64,000	lbs.	Metal Reinforcement	.07	4,480.00
51,000	lbs.	Structural Steel	.12	6,120.00
400	lin. ft.	Metal Handrail	8.00	3,200.00
		Subtotal		$ 31,900.00
		10% Engr. & Cont.		3,190.00
		Total		$ 35,090.00

Length of Roadway	4.017 miles
Length of Bridge	.036 mile
Total Length	4.053 miles
Cost per mile, Roadway	$41,861.06

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 12,000.00	$ 5,880.00	$ 6,120.00
Roadway	168,155.90	97,530.00	70,625.90
Bridge	35,090.00	20,350.00	14,740.00
	$215,245.90	$123,760.00	$91,485.90

Oregon State Highway Department

Federal Aid Secondary
Project No. S-715 (4)

BUELL AND SALT CREEK-DOLPH CORNER SECTIONS OF THE DALLAS-COAST HIGHWAY IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 19, 1945

All Required		Lands, Rights of Way, Etc.		$ 12,000.00

Grading, Surfacing and Bituminous Macadam
(Sta. 210+00 to 252+00) (Sta. 441+00 to 623+50)

All Required		Clearing and Grubbing		$ 8,000.00
770	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,140.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
110,000	cu. yds.	General Excavation, Unclassified	.30	33,000.00
350,000	yd. stas.	Short Overhaul	.015	5,250.00
7,500	C-yd. stas.	Long Overhaul	.40	3,000.00
3,800	lin. ft.	Rounding Cutbanks	.12	456.00
4.82	miles	Finishing Roadbed and Slopes	400.00	1,608.00
1,100	lin. ft.	8" Perforated Concrete Pipe	1.00	1,100.00
220	lin. ft.	12" Concrete Pipe	2.00	440.00
610	lin. ft.	18" Concrete Pipe	3.00	1,830.00
130	lin. ft.	30" Concrete Pipe	6.00	780.00
220	lin. ft.	36" Concrete Pipe	8.00	1,760.00
50	lin. ft.	48" Concrete Pipe	12.00	600.00
60	lin. ft.	Salvaging Culvert Pipe	1.00	60.00
140	cu. yds.	Rock or Gravel Backfill in Drains	3.50	490.00
130	cu. yds.	Class "A" Concrete	40.00	5,200.00
12,300	lbs.	Metal Reinforcement	.07	861.00
4,100	cu. yds.	3" - 0" Material in Base, Buell Section	1.50	6,150.00
18,900	cu. yds.	3" - 0" Material in Base, Salt Creek-Dolph Corner Section	2.00	37,800.00
1,600	cu. yds.	3/4" - 0" Material in Base, Buell Section	3.00	4,800.00
7,700	cu. yds.	3/4" - 0" Material in Base, Salt Cr.-Dolph Corner Sec.	3.00	23,100.00
650	M-gals.	Sprinkling	2.00	1,300.00
4.82	miles	Preparation of Base	150.00	603.00
3,770	cu. yds.	Furnishing and Placing Aggregates	4.00	15,080.00

50 tons	Furnishing and Placing RC-3 or Emulsified Asphalt	$ 30.00	$ 1,500.00
260 tons	Furnishing and Placing 171-150 Asphalt	30.00	7,800.00
312 tons	Furnishing and Placing MT-8 Tar	25.00	(Alternate)
	Subtotal		$163,788.00
	10% Engr. & Cont.		16,378.80
	Total		$180,166.80

Mill Creek Bridge

All Required	Removal of Old Bridge and Provision for Traffic			$ 3,000.00
80 cu. yds.	Structural Excavation	$ 5.00		400.00
10 cu. yds.	Structural Excavation Below Elevation Shown	10.00		100.00
290 cu. yds.	Class "A" Concrete	35.00		10,150.00
64,000 lbs.	Metal Reinforcement	.065		4,160.00
51,000 lbs.	Structural Steel	.12		6,120.00
400 lin. ft.	Metal Handrail	8.00		3,200.00
	Subtotal			$ 29,130.00
	10% Engr. & Cont.			2,913.00
	Total			$ 32,043.00

Length of Roadway	4.017 miles
Length of Bridge	.036 mile
Total Length	4.053 miles
Cost per mile, Roadway	$44,851.00

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 12,000.00	$ 5,138.00	$ 6,862.00
Roadway	180,166.80	77,142.00	103,024.80
Bridge	32,043.00	13,720.00	18,323.00
	$224,209.80	$96,000.00	$128,209.80

SUMMARY OF FEDERAL AID WORK

PROJECT NO. S-215 (4)

Former		Present			Length	
Section	Type	Type	Width	Sta. to Sta.	Former	Present
-	-	501	20	Sta. 210+50 to 248+25.92 Sta. 451+00 to 623+50	-	3.982
A	472	501	20	Sta. 250+14.59 to 252+00	.035	.035
-	-	950		Sta. 248+25.92 to 250+14.59	-	.036

EUELL AND SALT CREEK-DOLPH CORNER SECTION

PROJECT NO. S-215 (4)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 19, 1945

RECEIVED
SEP 4 1946
FOR FILING

S-215-4

August 30, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work covering excavation below subgrade and backfill from Stations 451 to 454 and 508 to 511 on the Buell and Salt Creek-Ralph Corner Section of the Dallas-Mount Secondary Highway in Polk County, Contract No. 2771, in connection with Federal Aid Project No. S-215 (4).

This work is necessary to stabilize the foundation for fills at the above locations.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS
Encl.

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AUG 19 1946
FOR FILING

FAS-215(4)

August 17, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

In reply to your letter of August 6, regarding special compaction on Contract No. 2771, FAS 215(4), Salt Creek-Dolph Corner Section, an average of several tests indicates that, after rolling with the sheep's-foot roller, the cultivated soil was compacted to 87% of standard compaction; also that the soil was compacted 14% more than in its original condition. These tests were taken to a depth of 18 inches from the surface of the ground.

Very truly yours,

H. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

H. H. Smith

August 6, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Extra Work Order No. 1, Contract No. 2771, FAS 215(4), Salt Creek - Dolph Corner Section.

This work order called for compaction of cultivated soil sections with sheepsfoot roller preparatory to constructing embankments and was approved by the Division Engineer on July 30, 1946.

A recent inspection report of this project carries information that this compaction is being accomplished by sprinkling, then compacted with a sheepsfoot roller pulled by a crawler type tractor and that apparently satisfactory results are obtained. However, the report points out that no tests are made to ascertain the compaction obtained but that control is by visual inspection only.

We are in agreement that this cultivated soil should be compacted Before the embankment is placed but would suggest that where possible at least a few tests be made to check the compaction being obtained.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 7 1946
OFFICE OF
CONSTR[illegible] ENGINEER

RECEIVED
AUG 7 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1 1946
FOR FILING
S-215 (4)

August 16, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Subject: Mill Creek Bridge
S-215 (4)

Dear Sir:

Reference is made to your letter of August 13 concerning delivery of structural steel for this project. If the contract is awarded, structural steel is to be furnished by a fabricator in Portland. They assure us that they have orders in for steel which will be delivered in time so that fabricated steel can be delivered to our contractor in November, provided the contract is awarded at an early date. This steel order is for an October rolling at the mills, and some changes in size must be made to fit the requirements of the Mill Creek job. These changes must be made 30 days before rolling time, so that early action on the contract approval is important.

Our experience in the past indicates that there is very little possibility of obtaining this steel from surplus war stock.

The present bridge is on a skew with the new line and about four feet lower in grade. In consequence, failure to build the new bridge will force either the closing of both the new and the old roads or the operation of the new road under conditions that will be quite hazardous. In my opinion this is a real emergency.

Very truly yours,

R. H. Baldock
State Highway Engineer

[redacted]:kl
cc Mr. G. S. Paxson

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

August 13, 1946.

RECEIVED
AUG 15 1946
OREGON STATE HIGHWAY COMMISSION
BRIDGE ENGINEER

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letters of August 8 and 9, 1946 requesting concurrence in award of contract to the low bidder on Oregon Project S-215(4), the Mill Creek Bridge, for which bids were received August 7, 1946.

It is realized that the three times that this structure has been advertised are indicative that better prices will not be received and the urgency of the construction as an essential part of the four miles of grading and bituminous macadam surfacing is also realized. However, in view of the Commissioner's August 8 letter to the State Highway Departments, it is believed that further justification will be required. The particular part of the Commissioner's letter to which reference is made is quoted as follows from the fourth paragraph:

> "Projects requiring structural steel should be wholly eliminated until conditions change radically so that fabricators are able to obtain definite commitments as to delivery and firm prices from the steel mill."

Before making a decision on the award in this case, we would appreciate being advised whether the low bidder has any assurance that he will be able to obtain early delivery on the structural steel for the project. Also, is there any possibility that this steel can be secured from surplus war stocks?

Very truly yours,

T. M. DAVIS
District Engineer

By: H. A. Stoddart
H. A. STODDART
Sr. Highway Engineer.

RECEIVED
AUG 14 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 12 1946
FOR FILING

S-215-4

August 9, 1946

Mr. P. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

As reconstruction of the bridge over Mill Creek on the Dallas-Sunset Secondary Highway is a necessary link in the grading, surfacing and oiling of the Buell and Salt Creek-Dolph Corner Sections, which work is now well along in the construction stage, and as the highway involved is used extensively in the transportation of logs from timbered areas in the vicinity, we feel that reconstruction of the bridge definitely qualifies as an essential project.

May we therefore have your concurrence in the award of contract for the bridge reconstruction work, Project S-215 (4), to Philpott & Hoobing Inc. of Portland, Oregon, on the basis of the bid submitted on August 7th?

Very truly yours,

R. H. BALDOCK
State Highway Engineer

REP:GH

RECEIVED
AUG 1 9 1946
FOR FILING

S-215-4

August 9, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #5900
Portland 8, Oregon

Dear Sir:

As reconstruction of the bridge over Mill Creek on the Dallas-Coast Secondary Highway is a necessary link in the grading, surfacing and oiling of the Buell and Salt Creek-Dolph Corner Sections, which work is now well along in the construction stage, and as the highway involved is used extensively in the transportation of logs from timbered areas in the vicinity, we feel that reconstruction of the bridge definitely qualifies as an essential project.

May we therefore have your concurrence in the award of contract for the bridge reconstruction work, Project S-215 (4), to Philpott & Buckingham of Portland, Oregon, on the basis of the bid submitted on August 7th?

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GLB

RECEIVED
AUG 12 1946
FOR FILING

J-215-4

August 8, 1946

Mr. E. H. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Mill Creek Bridge
S-215 (4)

Attached hereto are data to support our 1946 estimate of cost on the above-named project. At the Highway Commission meeting on August 7 three bids were received on this project, the low bid being in the amount of $38,960, from Philpott & Bontinghon of Portland. This bid is approximately 12 per cent above our estimate of cost, and is 79 per cent above our estimate of 1940 costs.

This structure is in the middle of the Small Section of the grading and surfacing contract recently let for the Small Section and Salt Creek-Ralph Garner Section of the Dallas-Coast Highway in Polk County (S-215 (4)). The present bridge is not centered on the new alignment and the grade of the present bridge is some four feet below the new grade line. In our opinion, a very grave traffic hazard will be created if the bridge is not rebuilt.

We have taken bids on this project three times since January of this year, and there is apparently no probability of obtaining any better bid than we now have. Under these conditions we are asking your concurrence in the award of this project upon the low bid of $38,960 received at the Commission meeting of August 7 from Philpott & Bontinghon of Portland.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

RECEIVED
AUG 7 1946
FOR FILING

S-215.4

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

Herewith copy of a report of Mr. B. O. Johnson, pertaining to the attached complaint from Mrs. J. J. Heppner, pertaining to a culvert on the Salt Creek-Dolph Corner Section of the Dallas-Coast Highway. We believe Mr. Johnson's report is self-explanatory.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

FORM E-30 30M 11-44

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon,
July 31, 1946

SUBJECT: Dolph Cor. Project. Salt Creek- Complaint of Mrs J.J. Heppner regarding depth of 48" Conc. pipe installed at station 462.

To: F.D. Eason;
Division Engineer,
Salem, Oregon.

RECEIVED
JUL 31 1946

Dear Sir;

Regarding your letter of July 27th containing a copy of letter from Mrs J.J. Heppner in complaint as to the depth of the 48" concrete pipe which has been installed at station 462 + 50 I have the following report to make.

The existing stream bed was excavated and straightened at this culvert site some time ago by Mr Heppner. The depth is approx 2.5 feet and eight feet wide with a fall across the right of way and for a distance of 100 feet below center line of highway of 1.0%. Due to the good condition of the stream bed we excavated for the 48" pipe the depth of the thickness of the pipe maintaing the existing flow line of the stream. Had we excavated a foot lower for the pipe as claimed should have been done, a flat grade from the outlet end of the pipe would resulted for a distance of 100 feet, creating a condition for silt deposit.

The water entering this culvert originates from two existing culverts under the old road, one a single 30" pipe and the other a double culvert of 30" and 18" respectively, the 18" pipe being an old partially ineffective corrugated pipe. Since one 36" pipe is equivalent to two 30" pipes in discharge capacity, assuming equal conditions, the 48" pipe which we have installed is without question of sufficient size to take care of the maximum discharge required.

I explained to Mrs Heppner yesterday the conditions mentioned in this letter and she seemed satisfied that the pipe would be O.K. as installed but did request that we observe the pipe under extreme weather conditions and if it did not take care of the discharge as I represented to her, that we correct the condition with an additional pipe.

Very truly yours

McMinnville Ore
July 25, 1946

Chief Engineer
Salem Ore

Dear Sir —

Would you please excuse me for not sending your name & fee rather uneasy about writing but would like to let you know about this. —

The Halverson construction Co has lowered the lake into the creek we dredged out without deepening it any & the lake is 1/3 above the pasture top so this will let about 10 feet of water in. —

Last winter there was sixteen ft of water

NOTED ON CARD

U. S. F. & G.

going thru the creek that we dozed for the highway, the creek is 8 feet wide & the water was 2 feet deep flowing very swift. now our problem is what are we going to do with the water next winter if it can't get thru.

The tile should be lowered at least another foot which would give capacity for about 13 feet of water. It is uncovered, all they did was take out a little dirt with a hand shovel. so it couldn't roll as they laid it

Would you or your

NOTED ON CARD

assistants come + see about this.

If it left the way it is now we will have a lake as both creeks were full of water during the heavy rains last winter. The tile is 18 or 20 inches above the surface.

You were so kind and considerate to us when we came to see you, I feel that you might help us in this as we have not had a chance to talk to any of your men that come out here

Yours sincerely

Mr + Mrs J. J. Heppner

Mailing address
We live at the mouth of the Salt Creek dutch Flats highway.

Mail Heppner Oregon
R1. Box 181.

NOTED ON CARD

2-3-46 gl

RECEIVED
AUG 1946
FOR FILING

S-215(4)
2771

August 3, 1946

United States Fidelity and Guaranty Co.
1112 Bedell Bldg.
Portland 4
Oregon

ATTENTION: Miss A. Webb

Gentlemen:

We are pleased to acknowledge receipt of two copies of an assignment of claim, covering all monies due or to become due, for work performed in connection with grading and bituminous macadam surfacing on the Rowell and Salt Creek-Dolph Corner Section of the Dallas-Coast Secondary Highway, in Polk County, under contract No. 2771 with this department.

We also have your consent to this assignment furnished under date of July 26, 1946. A copy of this assignment is being attached to the contract and the conditions included in the assignment will become effective immediately.

Very truly yours

H. B. Glatzyer, Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: O.C.Young Company
Carl F. Smith

NOTED ON CARD
8-3-46. gl

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND 4, OREGON

TELEPHONE: ATWATER 8511

W. TALBOT SINCLAIR
MANAGER

I. R. LANG
SUPERINTENDENT OF CLAIMS

August 2, 1946

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Bond 58612-12-171-46 - O. C. Yocom Company, McMinnville, Oregon - Contract #2771 Buell & Salt Creek-Dolph Corner, Dallas Coast Secondary Highway, in Polk County, Oregon - Grading and Bit. Mac. Surfacing.

Dear Mr. Glaisyer:

Replying to your letter of July 29th, we have had the Assignment of Claim forms duly executed by the above contractor, and return herewith the original and one duplicate copy as requested.

We believe our letter of July 26th consenting to this assignment will answer the purpose, as far as the surety is concerned.

Very truly yours,

W. TALBOT SINCLAIR, MANAGER

By Elwyn A Wride
Elwyn A. Wride, Supt.,
Surety Department

EAW:l
Enc.

RECEIVED
AUG 3 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 7 1946
FOR FILING

Division 6

August 6, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Extra Work Order No. 1, Contract No. 2771, FAS 215(4), Salt Creek - Dolph Corner Section.

This work order called for compaction of cultivated soil sections with sheepsfoot roller preparatory to constructing embankments and was approved by the Division Engineer on July 30, 1946.

A recent inspection report of this project carries information that this compaction is being accomplished by sprinkling, then compacted with a sheepsfoot roller pulled by a crawler type tractor and that apparently satisfactory results are obtained. However, the report points out that no tests are made to ascertain the compaction obtained but that control is by visual inspection only.

We are in agreement that this cultivated soil should be compacted before the embankment is placed but would suggest that where possible at least a few tests be made to check the compaction being obtained.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 7 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1946
FOR FILING

S-715-4

July 29, 1946

U.S. Fidelity and Guaranty Company
1112 Bedell Building
Portland 4, Oregon

Attention: Mr. Elwyn A. Wride
Attorney in Fact

Dear Mr. Wride:

This acknowledges your letter of July 26 consenting to the assignment by O. C. Iossm Company of all monies due or to become due to that Company in connection with its contract No. 3771 with the State Highway Commission for grading and bituminous macadam surfacing on the Bedell and Salt Creek-Dolph Corner Sections of the Dallas-Coast Secondary Highway, in Polk County, to the U.S. National Bank of Portland, McMinnville Branch.

We shall be pleased to honor this assignment when received in proper form. I enclose four copies of the State Highway Commission's standard assignment of claim form, and I am asking you to have all copies executed by O. C. Iossm Company. Please return to this office the original and one of the copies. The extra copies are for your files and those of the contractor.

Mr. Iossm called at our auditing office on Saturday of last week and executed several of the assignment forms. The forms were not prepared correctly, which is the reason that we are asking that the enclosed forms be signed by the Company.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HDG:eg
cc - Mr. Carl F. Smith

Mr. Smith:

I am returning the two assignment forms which you handed to me previously.

H.D.G.

RECEIVED
JUL 31 1946
FOR FILING

S-215-4

July 26, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, is Order for Extra Work No. 1, covering the compaction of the cultivated soil sections by means of sheepsfoot roller prior to the placement of embankment materials on the Salt Creek-Dolph Corner Section of the Buell and Salt Creek-Dolph Corner Project in Polk County, Contract No. 2771, Federal Aid Project No. S-215 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

JR:GS
Encl.

RECEIVED
MAR 12 1946
FOR FILING

S 215-4

March 9, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Mill Creek Bridge on the Dallas-Coast Highway, Project No. S-215 (4).

Six bid proposals and six sets of blue line plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

RECEIVED
MAR 12 1946
FOR FILING

S 215-4

March 8, 1946

United States Fidelity and Guaranty Company
1112 Bedell Building
Portland 4, Oregon

Re: O.C.Yocom Company - Bond - Contract #2771
Dallas-Coast Secondary Highway - Polk County

Gentlemen:

The four contracts No. 2771, O. C. Yocom Company, for grading and surfacing on the Buell and Salt Creek-Dolph Corner Section of the Dallas-Coast Secondary Highway, were received at this office on February 18. They were returned to you for correction the same day, and were received again by us on February 20, 1946.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

E. B. Glisleyer
Secretary

el

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE

1112 BEDELL BUILDING, PORTLAND 4, OREGON

TELEPHONE: ATWATER 8511

February 15, 1946

W. TALBOT SINCLAIR
Manager

I. R. LANG
Superintendent of Claims

Oregon State Highway Department
State Capitol
Salem, Oregon

Re: O. C. Yocom Company - Bond - Contract #2771
Dallas-Coast Secondary Highway - Polk County

Gentlemen:

We are directing to you today via Railway Express four specifications and contract agreements covering the above contract.

Will you kindly acknowledge receipt of these contracts, a stamped return envelope is enclosed for that purpose.

Very truly yours,

Elwyn A. Wride
Surety Department

REFERRED TO
BY SECRETARY

Wrote for them

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 4 1946
FOR FILING

S 215-4

February 28, 1946

O. C. Yoeta Company
902 East 11th Street
McMinnville, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2771 which was awarded to you on January 17, 1946, by the State Highway Commission, covering grading and surfacing on the Buell and Salt Creek-Delph Corner Section of the Dallas-Coast Secondary Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

sl

Sent by express 2-26-46
Received

RECEIVED
FOR FILING
S-215 (4)

January 21, 1946

4 2771

O. C. Yocum Company
902 East 11th Street
McMinnville
Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2771 which was awarded to you by the State Highway Commission on January 17, 1946, covering grading and bituminous macadam surfacing on the Buell and Salt Creek-Dolph Corner Section of the Dallas-Coast Secondary Highway, in Polk County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glasgyer
Secretary

gl

Sent by Express 1-21-46 JC

RECEIVED
JAN 23 19 6
FOR FILING

S-215 (4)

January 21, 1946

#2771

O. G. Yocom Company
902 East 11th Street
McMinnville, Oregon

Gentlemen:

The State Highway Commission, on January 17, 1946, awarded you the contract for grading and surfacing on the Buell and Salt Creek-Dolph Corner Sections of the Dallas-Coast Secondary Highway, in Polk County. This award was based on your low bid of $152,869, using tar, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

cc

RECEIVED
JAN 31
FOR FILING

S 215 (4)

January 8, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimate to accompany plans and specifications for the Buell and Salt Creek-Dolph Corner Section, Project No. S-215 (4).

The unit prices for the two items "3" - 0" Material in Base, Buell Section" and "3" - 0" Material in Base, Salt Creek-Dolph Corner Section" have been increased. All other items are identical to those shown in the estimate submitted previously.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

RECEIVED
JAN 5 1946
FOR FILING

S-215-4

Division 8

NOTED
State Highway Engineer

January 2, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.A.H. documents for Oregon Project S-215(4), the Bull and Galt Creek-Ralph Corner Section of the Dallas Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

As requested by Mr. Probert, the item in the estimate for rights-of-way has been deleted and the Federal Aid Funds requested have been distributed to the construction items.

Very truly yours,

T. H. DAVIS
District Engineer.

Original sent to Mr. Probert

RECEIVED
JAN 4 1946
FOR FILING

S 215-4

December 31, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, 8, Oregon

Dear Sir:

In the program description as now approved for project S-215 (4), no mention is made of the proposed reconstruction of the existing bridge over Mill Creek at about Station 249 of the Small Section. Also, in this description, the stated termini are not exactly in accord with the termini shown on the plans as finally developed. We therefore request that the project description be changed to read as follows:

County	Polk
F. A. Project No.	S-215 (4)
State Route No.	22
F. A. Route No.	137
Terminal	Small Section (HBH 215-B to Sta. 252 on Project HBH 215-A) and Salt Creek-Dallas Corner Section (Station 451 on Project HBH 215-A to Perrydale Road)
Estimated Cost	$212,200
Federal Funds Requested	$96,000
Kind of Work	Grad., Surf., Oiling and Bridge
Length (Miles)	4.05

Very truly yours,

R. H. Baldock
State Highway Engineer

RHP:GEB

RECEIVED
JAN 4 1946
FOR FILING
S 215-4

December 31, 1945

Mr. P. H. Davis
District Engineer
Public Roads Administration
P. O. Box 5390
Portland, 8, Oregon

Dear Sir:

In line with our usual practice in connection with Secondary Highway Projects, plans for the Knoll and Salt Creek-Ralph Corner Sections — Project S-215 (4) - - contemplate no landscaping other than the reseeding of cutbanks.

The country traversed by this project is rolling and, to some extent, wooded. The naturally pleasing appearance of the roadside cannot be improved upon by plantings of shrubs and trees. Natural grasses grow luxuriantly and will spread rapidly over the roadbed slopes, providing the desired slope cover quite as effectively as artificial seeding.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHP:CHB

RECEIVED
DEC 27 1945
FOR FILING
S 215-4

December 20, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate, three copies of right of way statement and two copies of completed work summary to accompany plans and specifications for the Buell and Salt Creek-Delph Corner Section, Project No. S-215 (4).

Five bid proposals each for the roadway and bridge projects and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

F-186(8) Berger Ranch-Barnes Rd. Sec., 1946
Wolf Creek Hwy.
#2772

F-186(8)

RECEIVED
APR 2 1948
FOR FILING
FINAL COST ANALYSIS

E. H Baldock

March 25th, 1948

Berger Ranch-Barnes Road — Grading — Sunset Highway
Contract #2772 — Sound Construction & Engineering Co., Contractors — Prefix 34-1041
R. L. Porter, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$3,834.39	$800.00
Structural Excavation	1,494.17	Cu. Yd.	$1.51	$2.00	2,250.14	2,988.34
General "	337,185.7	" "	0.234	0.17	78,969.36	57,321.57
Overhaul	541,751	Yd. Sta.	0.01	0.01	5,417.51	5,417.51
Truck Haul	77,639.8	Yd. Mi.	0.20	0.15	15,527.96	11,645.97
Rounding Cutbanks	15,382	Lin. Ft.	0.04	0.10	615.28	1,538.20
Finishing Roadbed & Slopes	3.92	Mile	469.72	500.00	1,409.16	1,960.00
12" Concrete Culvert Pipe	1,170	Lin. Ft.	1.03	1.40	1,209.46	1,638.00
18" " " "	207	" "	2.00	2.70	414.26	558.90
24" " " "	507	" "	2.89	3.70	1,466.40	1,875.90
*Class "A" Concrete	340.74	Cu. Yd.	40.30	40.00	13,731.82	13,629.60
*Metal Reinforcement	54,619	Lb.	0.086	0.085	4,677.44	4,642.62
ø3"-1½" Mat'l. in Base	4,087	Cu. Yd.	3.17	3.90	12,970.61	15,939.30
ø3"-0" " " Surf.	120	" "	3.17	3.90	381.51	468.00
ø3/4"-0" " " Base	3,572	" "	3.17	3.90	12,356.28	13,930.80
Sprinkling	290.6	M-Gal.	1.98	1.80	574.00	523.08
#Preparation of Base	1.27	Mile	250.00	290.00	250.00	368.30
#Furn. & Place Aggregates	470	Cu. Yd.	4.20	4.20	1,974.00	1,974.00
#151-200 Asphalt	24.65	Ton	35.00	35.00	862.75	862.75
#RC-3 Asphalt	29.98	"	35.00	35.00	1,049.30	1,049.30
PA #1, 24" Conc. Culvert Pipe	120	Lin. Ft.	4.24	5.00	508.52	600.00
PA #2, Extra Clearing	All				70.16	75.00
PA #3, Cement Adjustment in Favor of State	8	Bbl.		2.50		- 20.00
					$160,587.81	$139,787.14

REGISTERED
OREGON

Total Cost $160,587.81

Gross Revenue 139.787.14

Net Loss $20,800.67

Net Loss Equals 14.8% of Gross Revenue

* Work done by Lockyear & White.
@ Work done by Homer Johnson.
# Work done by W. F. Cunningham.

12" Concrete Culvert Pipe	1,120	lin. ft.	at	$0.65	$728.00
18" " " "	207	"	"	1.44	298.08
24" " " "	607	"	"	1.40	849.80
30" " " "	120	"	"	2.75	330.00
					$2,201.88

Contractors Rental & Miscellaneous Expense:

Equipment Rental, Owned	$16,479.80
" " , Hired	1,122.35
Gas, Oil & Grease	4,665.41
Miscellaneous Supplies & Small Tools	4,515.30
Move In, Freight & Cartage	5,545.45
Field Office Expense	410.23
Power & Insurance	4,170.00
Home Office & General Overhead	[illegible]
	$[illegible],538.94

Lockyear & White, Sub-contractor for Box Culverts:

Preliminary Excavation	415	cu. yd.	at $2.20	$ 913.00
Class "A" Concrete	240.74	"	" 20.00	4,814.80
Metal Reinforcement	54,623	lbs.	" 0.065	3,552.25
				$9,280.05

Work done by Homer Johnson:

3"-0" Metal Cr Pipe	4,027	cu. yds.	at $[illegible]	$[illegible]
3"-0" " " Arch.	222	"	" [illegible]	[illegible]
2 4"-0" " " Pipe	5,[illegible]	"	" [illegible]	[illegible]
				$[illegible]

Work Done by W. F. Cunningham:

Preparation of Road	[illegible]	miles	[illegible]	[illegible]
Prep. & Place Mat. Base	420	cu. yds.	at [illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Mix-3 Asphalt	71,[illegible]	"	" [illegible]	[illegible]
				[illegible]

Total $160,587.81

Berger Ranch-Barnes Road

Detail of Cost

Labor:			
Supervision		$3,459.14	
Labor		41,054.92	
State Industrial Accident Insurance		1,795.32	
Unemployment Insurance		1,112.85	
Social Security		445.14	
			$47,867.37
Materials:			
12" Concrete Culvert Pipe	1,170 lin. ft. at $0.65	$760.50	
18" " " " "	207 " " " 1.44	298.08	
24" " " " "	507 " " " 1.90	963.30	
30" " " " "	120 " " " 2.75	330.00	
			2,351.88
Equipment Rental & Miscellaneous Expense:			
Equipment Rental, Owned		$36,679.00	
" " , Hired		1,124.35	
Gas, Oil & Grease		5,695.22	
Miscellaneous Supplies & Small Tools		4,513.52	
Move In, Freight & Cartage		6,545.46	
Field Office Expense		410.21	
Bond & Insurance		1,170.26	
Home Office & General Overhead		5,400.92	
			61,538.94
Luckyear & White, Sub-contractor for Box Culverts:			
Structural Excavation	425 cu. yd. at $2.00	$850.00	
Class "A" Concrete	340.74 " " " 40.00	13,629.60	
Metal Reinforcement	54,619 lbs. " " 0.085	4,642.62	
			19,122.22
Work Done by Homer Johnson:			
3"-1½" Mat'l. in Base	4,087 cu. yd. at $3.15	$12,874.05	
3"-0" " " Surf.	120 " " " 3.15	378.00	
3/4"-0" " " Base	3,572 " " " 3.15	12,251.80	
			25,503.85
Work Done by W. F. Cunningham:			
Preparation of Base	1.27 Mile at $250.00	$317.50	
Furn. & Place Min. Agg.	470 cu. yd. at $4.20	1,974.00	
151-200 Asphalt	24.65 Tons at $35.00	862.75	
RC-3 Asphalt	29.98 " " 35.00	1,049.30	
			4,203.55
T o t a l C o s t			$160,587.81

Berger Ranch-Barnes Road

Remarks:

This contract, which required the grading of a 3.92-mile section of the Sunset Highway, was bid and awarded on January 17th, 1946. The contractor started work on March 11th, 1946, and completed the project on October 1st, 1947.

Clearing consisted of some cut-over areas, a small patch of second growth fir and brushy fence rows. This work was done with two cats and brush dozers and a few hand laborers. The excavation was almost all common with the exception of boulders and a rock ledge encountered in the cut on the east end of the project. The grading work was started on April 22nd, 1946 and was suspended on July 6th. Suspension of the work was forced by the extremely high water content of the soil after the top 6 feet of the cuts had been removed. The grading equipment, consisting of 4 D-8 cats pulling 15-yard carryalls and 6 12-yard Tournapulls, was unable to operate efficiently in this wet and mirey material and was moved to the other projects which the contractor held in this vicinity. As it was impossible to dry the cuts by any method of drainage, it was hoped that the summer weather would dry the material sufficiently to permit work later in the season. However, the contractor encountered similar soil conditions on his other projects and consequently did not resume work on this contract until June 25th, 1947.

For the 1947 grading work the contractor decided to use less equipment and to shift it oftener from cut to cut to take advantage of drying weather. However, some of the cuts remained wet throughout the summer and it was decided to borrow in drier areas along the present alignment in order to secure suitable fill material. Some of the wet excavation remaining in the cuts was removed by a rented 1½-yard dragline shovel, loaded into trucks and spread in future traffic lanes.

The contractor's equipment was in good shape and would have been adequate for ordinary ground conditions but due to the saturated soil, the excavation output was far below normal and the project shows a considerable loss. Failure to complete the work in a single grading season caused additional move in costs. As only light lifts could be removed from the cuts due to wet ground, there was much lost time in moving equipment from cut to cut, which increased the loss.

Cost Analyst

By J. V. R. Jones

RECEIVED
MAR 26 1948
FOR FILING

F-1867(8)

March 25, 1948

Seaboard Surety Company
80 John Street
New York, N. Y.

Gentlemen:

This to advise you that State Highway Contract No. 2772 for grading on the Berger Ranch-Barnes Road Section of the Sunset Highway, in Washington County, has been completed by the contractor, Sound Construction & Engineering Company, and that final payment in the amount of $5,000.78 will be made on or after April 5, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $139,787.14, and that no force account work was performed therein. This contract was completed September 26, 1947 and accepted by the Commission February 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassoni, Agent
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

3-25-48 gl

RECEIVED
FEB 17 1948
FOR FILING

F-126(8)
2772

February 13, 1948

Seaboard Surety Company
80 John St.
New York 7, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Sound Construction & Engineering Co. on contract No. 2772, covering the Berger Ranch-Barnes Road Section of the Sunset Highway in Washington County. This payment, in the amount of $1,509.28, will be made on or after February 24, 1948. The retained percentage is $4,168.65.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene, Agent
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
2-13-48

RECEIVED
FEB 17 1948
FOR FILING

F-186(8)

February 9, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 3 to establish the price of cement on the Borger Ranch-Barnes Road Section of the Sunset Highway in Washington County, Contract No. 2772, in connection with Federal Aid Project No. F-186 (8).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

Encl.

Form E-1—5M—8-47

F 18C(8)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section BERGER RANCH-BARNES ROAD

Highway SUNSET

Contractor SOUND CONSTRUCTION & ENGINEERING CO.

Date of Contract January 17, 19 46

Date work started March 11, 19 46

Amount of contract . . . . . $ 150,759.40

Estimated cost of completed project, exclusive of engineering . . . . . $ 139,018.01

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 11,610.00, 128 %

For Week Ending February 7, 19 48

Kind of work Grading

Section prefix 34-1041

Contract number 2772

Date of completion Ext. to Oct. 15 47 / October 31, 19 46

Estimated date of completion Sep. 26, 19 47

Per cent of time elapsed Over 100 %

Date project was completed ....., 19 .....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate was submitted to the Division Office on Feb. 3, 1948.

RECEIVED
FEB 10 19
OFFICE OF CONSTRUCTION ENGR.

NOTED
H. W. LIBBY

NOTED
C. H. SMITH

NOTED
E. A. PEASE

NOTED
E. M. BOOTH

Signed R. L. Porter

Address Box 4644, Portland 2

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.92				
Miles partially completed					
Miles completed	3.92				
Total estimated quantities	340,000 cy				
Estimated quantities moved or placed to date	331,927 cy				
Average daily quantities	3,000 cy				
Average daily quantities necessary to complete project on time	Completed				
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC,	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels....., Power graders....., Rollers....., Mixers....., Crushing or screening plants.....

Compressors....., Bulldozers....., Sheep-foot rollers....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Frost		
Tuesday	Snow Flurry		
Wednesday	Pt. Cloudy		
Thursday	Fair		
Friday	Fair		
Saturday	Snow AM, Rain PM		

Form E-1—5M—8-47
F-186(8)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 31, 1948

Section BERGER RANCH-BARNES ROAD
Highway SUNSET
Contractor SOUND CONSTRUCTION & ENGINEERING CO.
Date of Contract January 17, 1946
Date work started March 11, 1946
Amount of contract $150,759.40
Estimated cost of completed project, exclusive of engineering $156,789.78
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $11,500.00, 126 %

Kind of work Grading
Section prefix 34-1041
Contract number 2772
Date of completion Ext. to Oct. 15 47 / October 31, 1946
Estimated date of completion Sep. 26, 1947
Per cent of time elapsed Over 100 %
Date project was completed September 26, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

One man all week and myself for most of the week worked on the semi-final estimate. This estimate is now all calculated and will be submitted to the Division Office in the next day or two.

NOTED
E. A. PEASE

RECEIVED
FEB 2 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M. BOOTH

Signed R. L. Porter

Address Box 4644, Portland 2

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.92				
Miles partially completed					
Miles completed	3.92				
Total estimated quantities	340,000 cy				
Estimated quantities moved or placed to date	332,000 cy				
Average daily quantities	3,000 cy				
Average daily quantities necessary to complete project on time	completed				
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels....., Power graders....., Rollers....., Mixers....., Crushing or screening plants.....

Compressors....., Bulldozers....., Sheep-foot rollers....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Lt. Rain		
Friday	Fog		
Saturday	Cloudy, snow at night		

RECEIVED
JAN 26 1948
FOR FILING

F-186(8)

F-186(9)

2778

January 23, 1948

Sound Construction & Engineering Co.
Omaha
Nebraska

Attention: Mr. Lawrence Freese
Comptroller

Dear Mr. Freese:

Reply is made to your letter of January 20, inquiring when you may expect to receive final payment in connection with your contracts Nos. 2772 and 2778 with the State Highway Commission.

With respect to Contract No. 2772, estimate No. 10 in the amount of $2,304.67 is now in the process of payment, and the warrant for it will be released as soon as the voucher has been signed by the members of the State Highway Commission and the warrant is received from the Secretary of State. This warrant represents release of a portion of the retained percentage in connection with this job.

A check in the office of the Construction Engineer reveals that this job was completed on September 26, 1947; however, the field notes have not been received from the resident engineer. The usual procedure is to pay a semi-final estimate when the notes have been submitted. This would reduce the retained percentage to three percent of the amount of the contract. Final payment will not be released until the field notes have been checked in this office and quantities verified. I doubt very much that final payment will be effected before March 15, 1948, the date mentioned by your Project Manager, Mr. Ivan Breunsbach.

In respect to Contract No. 2778, the records show that the semi-final estimate in the amount of $672.20 is now in the process of payment. The voucher has been mailed to the members of the Highway Commission for approval and will be delivered to the Secretary of State as soon as it is returned. The warrant covering the amount of the voucher will be released to you on January 30, 1948, if received from the Secretary of State by that time.

The field notes in connection with this job, which was completed on October 10, 1947, have been received and are now being checked. You may anticipate final payment in connection with this job sooner than the other, but just exactly how much sooner I cannot say.

I trust this is the information you desire.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec

cc - Sound Construction & Engineering Co.
1403 West 45th Avenue
Seattle, Washington

SOUND CONSTRUCTION & ENGINEERING CO.

GENERAL CONTRACTORS

SEATTLE, WASHINGTON

Address Reply To Omaha, Nebraska

January 20, 1948

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Our records indicate that all the work under Contracts 2772 and 2778 has been completed, but final payment on the projects has not as yet been received.

Information received from our Project Manager, Mr. Ivan Breunsbach, indicates that the final estimates on these projects will be ready about March 15, 1948.

We are now in the process of closing our books for the calendar year 1947, and we are very desirous of obtaining settlement on all completed projects just as soon as possible. We wonder, therefore, what would be the earliest date we might expect final payment on the above projects. If final payment can not be made at this time, we would appreciate being advised the amounts of the final estimates on the projects.

An early reply will be appreciated.

Yours very truly,

SOUND CONSTRUCTION & ENGINEERING CO.

ANSWERED
R. B. LAISTER

By Lawrence Freese
Lawrence Freese
Comptroller

KG/mr

2778 - S.F. $672.20 will be paid this month 1/30

2772 - #10 $2304.67 and 2% retainage will be paid as soon as warranty expires and all claims paid & rec'd

RECEIVED
JAN 23 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 23 1948
FOR FILING

F-186 (8)

2772

January 22, 1948

Balser Machinery Company
2136 S. E. Eighth Avenue
Portland 14, Oregon

Attention: Mr. R. L. Balser
Manager

Dear Mr. Balser:

Reply is made to your letter of January 21, requesting the procedure to be followed in filing a claim against a subcontractor on state highway construction work to enable you to file such a claim legally against a subcontractor under the Sound Construction Company who has been operating near Cedar Mills.

To give you the information desired, I am enclosing a mimeographed copy of that portion of the Oregon Laws which covers the matter. I think this is self-explanatory, although I might state that the bond furnished by the original contractor on the job can be held responsible and liable for claims against subcontractors on the job.

The obligation of the bond furnished by the original contractor automatically expires upon the expiration of a period of six months from the date of completion of the project and formal acceptance of it by the State Highway Commission; however, the time limit is extended if an affidavit of the claim is filed with the Secretary of State prior to the expiration of such period. When filing your claim with the Secretary of State we would appreciate it if you would also file a copy of it in this office for the Highway Commission's records. The enclosed law also explains how you may secure a certified copy of the contract. Upon receipt of the affidavit mentioned therein, we will be pleased to furnish you with such a copy.

The Sound Construction Company had three jobs on the Sunset Highway in the Cedar Mills district. Contract No. 2772 covers the grading of the Berger Ranch-Barnes Road Section; No. 2778 is for grading the Davies-North Plain Section; and No. 2779 is for grading

the North Plains-Gardner Ranch Section. We are unable to determine from your letter on which of these three projects your subcontractor was engaged. If you will supply us with additional information we might then be able to give you a more detailed description of the project for use in filing your claim.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec 1/23

Balzer Machinery Co.

2135 S. E. MORRIS AVENUE, PORTLAND 14, OREGON · PHONE EA. 2143

CONTRACTORS AND LOGGERS · EQUIPMENT ·

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Lippmann Engineering Works
Crushing Equipment
Sterling Machinery Corp.
Hoisting Equipment
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Clamshell Buckets
Heiser Machine Works
Portable Engines

January 21, 1948

R. L. BALZER
Manager
J. M. ALLEN
Assistant Manager

Oregon State Highway Department
Salem, Oregon

Gentlemen:

We wish to file a claim against a sub-contractor of the Sound Construction Company, to whom we have rented equipment which was used on a highway job awarded the Sound Construction Company near Cedar Mill, Oregon, some several months ago.

As we have not had occasion to file any claims against the bonds of highway contractors for several years, we are more or less hazy as to the procedure required by law.

It occurs to us that it is necessary to submit to you an affidavit and secure a certified copy of the contract and bond before filing notice of claim. We would greatly appreciate if you would enlighten us on this, or advising us the official designation of the job above mentioned and some idea as to the form of affidavit necessary, etc.

Very sincerely yours,

BALZER MACHINERY COMPANY

R. L. Balzer

R. L. Balzer
Manager

mff

ANSWERED
H. B. LAISYER

RECEIVED
JAN 22 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 12 19
FOR FILING

F-126(8)

January 9, 1948

Seaboard Surety Co.
80 John St.
New York 7, N. Y.

NOTED
H. B. GLAISYER

Gentlemen:

This to advise you that it is the intention of the State Highway Commission to release to the Sound Construction & Engineering Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2772 for the Berger Ranch-Barnes Road Section of the Sunset Highway, in Washington County. This payment, which is in the amount of $7,256.27, reduces the retained percentage to 3% of the amount earned by the contractor, or the sum of $4,050.69. The present payment to the contractor will be made on or after January 19, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: C. A. Tomassene, Agent
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
1-12-48

[redacted]

E 186(8)

November 13, 1947

Sound Construction & Engineering Co.
1403 West 45th St.
Seattle 7
Washington

Gentlemen:

The State Highway Commission at its meeting on October 21, 1947 had under discussion your request for an extension of time of 45 days, from September 1 to October 15, 1947, within which to complete your contract No. 2772 for grading on the Berger Ranch-Barnes Road Section of the Sunset Highway, in Washington County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

el

Secretary

cc: A. G. Skelton

NOTED ON CARD
11-13-47 JS

RECEIVED
SEP 10 1947
FOR FILING
F-186(8)
#2772

September 9, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time to the Sound Construction and Engineering Company, from September 1 to October 15, on our Contract No. 2772, Berger Branch-Barnes Road Section of the Sunset Highway, F-186 (8).

The contractor has experienced extreme difficulty in excavating cuts on this project due to a high moisture content which has made it impractical to handle material without first permitting it to dry. His attempts to hasten the drying by manipulation was not successful and it has been necessary to mix dry borrow materials with the wet cut materials in order to satisfactorily handle this project.

I would recommend that this extension be granted without penalty.

Very truly yours,

H. G. Williams
Acting State Highway Engineer

cc: H. G. Smith

RECEIVED
AUG 1 1947
FOR FILING

I-116(2)

July 31, 1947

Sound Construction and Engineering Co.
1403 West 45th Street
Seattle 7
Washington

Gentlemen:

The State Highway Commission, at its meeting on July 22, 1947, had under discussion your request for extensions of time on the following contracts:

Contract No. 2772, covering the Berger Ranch-Barnes Road Section of the Sunset Highway, extended from June 15 to September 1, 1947.

Contract No. 2773, for the Davies-North Fleiss Section of the Sunset Highway, extended from June 15 to September 1, 1947.

Contract No. 2779, covering the North Fleiss-Gardner Ranch Section of the Sunset Highway, extended from June 15 to September 1, 1947.

The Highway Commission extended the time limit on each of the above contracts to September 1, 1947, without penalty, with the understanding that if the job is not completed by that date a penalty shall be enacted according to the provisions of the respective contracts.

Also I wish to bring to your attention action taken by the Highway Commission at its meeting on June 16, 1947, with respect to the matter of allowing contractors extensions of time for completion of their work. You will recall that during the wartime emergency, when there was a shortage of labor and materials, the Commission was very lenient and granted all requests for extensions of time without penalty. The Commission considers that the conditions which prompted such action no longer exist and in view thereof decided to penalize contractors for failure to complete their projects within the specified

time limit, unless there is some special reason why the work could not be completed within such period. I do not know just what penalty will be imposed, but mention the action of the Commission so that you will be informed and can take such action as may be necessary to avoid it.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: W. C. Williams,
Division Engineer

RECEIVED
JUL 14 1947
FOR FILING

E-[illegible]
[illegible]
E2772

July 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

COPY

Dear Sir:

In regard to the extension of time for the Sound Construction and Engineering Company on the Davies-North Plains, North Plains-Gardner Ranch and Berger Ranch-Barnes Road sections of the Sunset Highway, advise that I do not think that the soil conditions which prevailed during the entire summer could have been anticipated by anyone. This was considered an ideal job by all the contractors and engineers and no one questioned but that the Sound Construction and Engineering Company had sufficient equipment to perform the work during last season. Our records or memory do not indicate that they moved any equipment from the job until it was absolutely stopped by the fall rains. They probably lost two weeks this spring in returning to the job since the unusually early drought in May was not anticipated and they had slightly underestimated the time required to complete the Dry Creek-Monument job. However, on the other hand, they moved wet slide material of about 7,000 yards which was not anticipated and have been continually bothered by the failure of the bridge contractors to complete the bridges.

Certainly no contractor could be expected to hold his equipment unused throughout the fall and winter merely to be sure that it was immediately available during the spring months. The surfacing contracts were let during September and October in Order that the contractors could crush and stock-pile their material for the summer's surfacing. Rogers has followed our suggestions in this respect and has all the surfacing crushed and is placing the rock on the Davies-North Plains Section.

Of course I am disappointed in the progress on the grading, but I feel and the Sound Construction and Engineering Company has a very competent superintendent and large organization and has done everything possible to further the progress of the work except to lose

a large sum of money by gr@atly increasing the equipment forces. Equipment and labor were very scarce last year. It was practically impossible to buy caterpillar equipment and, had it been possible, I do not feel that we would have been justified in insisting that the contractors go to that extreme to further the work. Since we are interested in cheap prices, I feel that presupposes economical methods of construction and I am not willing to recommend uneconomical methods because unexpected conditions are encountered.

I hope that with this explanation you will approve the extension without engineering penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. H. G. Smith

COPY

P. O. Box 3900

June 25, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letters of June 13th requesting concurrence in an extension of time to the Sound Construction Company from June 15th to September 1, 1947 on their three contracts for grading Oregon Projects F-186(8) and (9), Davies to N. Plains, N. Plains to Gardner Ranch and Berger Ranch to Barnes Head sections of the Sunset Highway.

These contracts were awarded in January 1946 with the time for completion as October 31, 1946. Due to the extreme difficulty in drying out the cuts and fills, the contractors were forced to shift their operations back and forth and this we considered justified an extension to July 15th without penalty, but which as we recall was reduced by the Commission to June 15th. However, when this condition became apparent the contractor should have increased his equipment and forces since we note he did move off of one contract in the summer of 1946 and apparently did not return until the summer of 1947.

In the meantime the surfacing contracts were let during September and October 1946 with the time limits as the last of October and November 1947. It is thus evident that these projects will drag on for at least another year and delay the opening to the traveling public that much longer.

Under the circumstances we are not in favor of eliminating the penalty for additional extensions unless further extenuating causes which have not been brought out already justify such extensions.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JUN 16 1947
FOR FILING

E-186(8)

June 13, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you concur in an extension of time from June 15, 1947, to September 1, 1947, on Contract No. 2772, Berger Ranch-Barnes Road Section of the Sunset Highway, F-186 (8), to the Sound Construction and Engineering Company.

Due to the excessive moisture content in cuts greater than six feet, it has been impossible to haul or to properly compact the materials without first permitting them to be opened up and air dried.

Also delay in moving several buildings along this project has caused some delay in completion.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

RECEIVED
MAY 3
FOR FILING

F-1 (c)

#2772

Charge to the account of _____ $ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 1ST, 1947

SOUND CONSTRUCTION & ENGINEERING COMPANY
1403 W. 5TH
SEATTLE, WASHINGTON

YOUR DELAY IN STARTING FINISHING OPERATION SUNSET HIGHWAY SERIOUSLY HAM-
PERING SURFACING CONTRACTORS. OTHER CONTRACTORS AT WORK. SOIL SUFFICIENTLY
DRY FOR FINISHING OVER DAVIES-NORTH PLAINS AND OTHER SECTIONS. REQUEST
START MAY 5TH WITHOUT FAIL.

R. H. BALDOCK

RECEIVED
MAY 6 1947
FOR FILING

F-186(8)

H-272

File

Charge to the account of _____ $_____

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 5, 1947

SOUND CONSTRUCTION & ENGINEERING CO.
1403 W. 45TH
SEATTLE, WASHINGTON

IMPOSSIBLE FOR US TO WAIT ON SUNSET HIGHWAY WORK UNTIL SUPERINTENDENT BOOTS IS THROUGH WITH DRY CREEK-MONUMENT PROJECT, WHICH I ESTIMATE TO BE THREE WEEKS. JUNE IS ALWAYS A WET MONTH IN WESTERN OREGON, AND IF YOU DO NOT FINISH SUNSET HIGHWAY DURING MAY IT WILL PREVENT THE COMPLETION OF THE WORK THIS SEASON. IMPERATIVE WE HAVE A SUPERINTENDENT ON THE JOB TOMORROW CAPABLE OF ORGANIZING A FINISHING CREW AND PROCEEDING WITH THE WORK.

R. H. BALDOCK

RECEIVED
NOV 7 1946
FOR FILING

F-18C (8)

November 6, 1946

Sound Construction & Engineering Co.
1403 West 45th Street
Seattle 7,
Washington

Gentlemen:

The State Highway Commission, at it's meeting on October 29, 1946, granted you an extension of time, from October 31, 1946 to June 15, 1947, without penalty, in connection with contract No.2772 for grading on the Berger Ranch-Barnes Road Section of the Wolf Creek Highway, in Washington County. This completion date was established notwithstanding the fact that an extension to July 15, 1947, was requested.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: W. C. Williams

F-186 (8)

R.H. Baldock

NOTED
State Highway Engineer

Cost Analysis to November 1st, 1946
Grading

Berger Ranch-Barnes Road
Contract #2772

Sunset Highway
Prefix 34-1041

Sound Construction & Engineering Company, Contractors
R. L. Porter, Resident Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$3,834.39	98%				$784.00
Struct. Excavation	2,159.01	756	Cu. Yd.	$2.86	$2.00	1,512.00
Gen. Excav., Unclass.	42,861.50	200,800	" "	0.214	0.17	34,136.00
Overhaul	2,724.28	270,400	Yd. Sta.	0.01	0.01	2,704.00
Truck Haul	10,999.68	55,000	Yd. Mi.	0.20	0.15	8,250.00
Rounding Cutbanks	408.00	10,200	Lin. Ft.	0.04	0.10	1,020.00
Finish. Roadbed & Slopes	- - -

Berger Ranch-Barnes Road

Detail of Cost

Labor:

Supervision (Supt., Officeman & Engineer)	$3,455.00	
Labor	22,346.97	
State Industrial Accident Insurance	1,290.10	
Social Security	258.02	
State Unemployment Insurance	774.06	
		$28,124.15

Materials:

12" Conc. Culv. Pipe	378 lin. ft.	at $0.65	$245.70	
18" " " "	144 " " "	1.44	207.36	
24" " " "	498 " " "	1.90	946.20	
30" " " "	120 " " "	2.75	330.00	
Portland Cement	15 sacks	" 0.85	12.75	
Sand	4 cu. yd.	" 4.00	16.00	
				1,758.01

Equipment Rental and Miscellaneous Expense:

Equipment Rental	$21,285.75	
Gas, Oil & Grease	3,253.26	
Move In, Freight & Cartage	2,899.87	
Miscellaneous Supplies & Small Tools	3,786.63	
Public Liability Insurance	429.69	
Bond	524.37	
Field Office Expense	288.29	
Home Office & General Overhead (4% of Gross Revenue)	2,796.66	
		35,264.52

Payments to Lockyear & White, Sub-contractors:

Struct. Excavation	425 cu. yd.	at $2.00	$850.00	
Metal Reinforcement	54,000 lbs.	" 0.085	4,590.00	
Class "A" Concrete	339 cu. yd.	" 40.00	13,560.00	
				19,000.00

T o t a l C o s t $84,146.68

Berger Ranch-Barnes Road

Remarks:

This contract, which required the grading of 3.92 miles of the Sunset Highway, was bid and awarded on January 17th, 1946. The contractor started work on March 11th, and on November 1st, 1946, 47% of the work had been completed.

Clearing consisted of some cut-over areas, a small patch of second growth fir and fence rows. The work was done with two cats and brush dozers and a few hand laborers. The excavation, which was started on April 22nd, was almost all common with the exception of boulders and a rock ledge encountered in the cut on the east end of the project. To date the excavation work has been handled with 4 D-8 cats pulling 15-yard carryalls and 6 12-yard Tournapulls. Loading was assisted by a push cat on the carryalls and a cat equipped with a snatch bar helped the Tournapulls. Carryall outfits made fair progress but the Tournapulls were slowed up by the wet material encountered in the cuts when the top 6 feet had been removed. The slowing down of the wheeled equipment with which the contractor had planned to make the long hauls increased excavation costs. The late spring rains also delayed the work, and the contractor decided to move the equipment to the other contracts which he held in this area in order that the opened cuts might dry out. To date none of the roadbed has been finished.

Rounding cutbanks and sloping has been done with a blade grader and at a minimum cost. The box culverts were sub-contracted to Lockyear & White and have been completed.

At this date the contract shows a decided loss due to the unexpected wetness of the sub-soil in the cuts, to the unfavorable spring weather and to the lack of suitable equipment for moving solid excavation. It is doubtful if enough profit can be made on the remaining work to offset the present loss. As the completion of the grading work will be delayed until summer next year, and there will be additional move in costs. The contractor's equipment was in good condition and adequate if the ground conditions had been normal, although larger carryall units may have been more economical. Two 8-hour shifts were worked 5 days per week. Although equipment and supervision were good, the bid price was inadequate for the wet excavation material encountered.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
OCT 14 1946
FOR FILING

E-186-8

October 9, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2772, Berger Ramsh-Barnes Road Section of the Sunset Highway, F-186 (8), to the Sound Construction and Engineering Company, contractor, from October 31, 1946, to July 15, 1947.

Due to the fact that material encountered in the cuts greater than six feet contained such an extremely high moisture content, it was impracticable to haul or compact this material. The contractor furnished sufficient personnel and equipment to complete the contract within the specified time limit, had not the excessive moisture hampered the progress beyond reasonable expectations.

I would request that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc H. G. Smith

MONTANA
OREGON
WASHINGTON
F 186-8
RECEIVED
MAY 28 1946
FOR FILING

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

May 21, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon F-186(8), Berger Ranch-Barnes Road Section of the Wolf Creek Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAY 22 1946
OREGON
STATE HIGHWAY COMMISSION

For

Form P. R. 2 WA8pr 7045

State Oregon

Federal A14 Project No. F-186(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of October, 19[illegible], a project statement, which was approved on the [illegible] day of November, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for section [illegible] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [illegible] day of February 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of One hundred eight Thousand two hundred and 00/00

dollars ($108,200.00) as the share of the United States payable under said act on account of section [illegible] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap 51, Laws 1929; Chap 529, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey station 2,560+00 a point in the S.E. 1/4 Section 30, T.6 N., R.6 W., W.M., and Survey Station 3,147+00 a point in the N.E. 1/4 Section 5, T.5 N., R.6 W., W.M. No exceptions

, length 3.980 miles, in Washington County, being Sections of Oregon Federal Aid project No. F-186(8), consisting of 3.980 miles of roadway and 20 bridges, each of more than 20 feet clear span, of a mile in length.

16—11870 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11870-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of [redacted] dollars ([redacted]), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of [redacted] dollars ([redacted]), the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to [redacted]

(Official or depositary)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of [redacted]

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: [redacted]

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11379-1 GPO

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 17th day of May, 1946

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By A. W. Schaupp
Member, State Highway Commission
(Title of officer)

By W. H. Isaacs
Member, State Highway Commission
(Title of officer)

Attest:- H. B. Leavitt
Secretary
(Title of officer)

By _____
(Title of officer)

[redacted]
COMMISSIONER OF PUBLIC ROADS

By _____
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. F-186(8) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 190,833.34 as the total estimated cost of said project, and the sum of $ 108,200.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Ore. Washington, this 17th day of May one thousand nine hundred and forty-six

By [redacted]
COMMISSIONER OF PUBLIC ROADS

[redacted]
Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

RECEIVED
DEC 4 1946
FOR FILING

May 15, 1946

F-186(8)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon F-186(8), Berger Ranch-Barnes Road Section of the Wolf Creek Highway.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

RECEIVED
APR 24 1946
FOR FILING

F 186-8

April 30, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Berger Ranch-Burnes Road Section, Project No. F-186 (8).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department — Federal Aid Project No. F-186 (8)

BEAVER MARSH-BANKS ROAD SECTION
OF THE WEST SIDE HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 13, 1946

All Required		Lands, Rights of Way, Etc.	$ 25,000.00

Construction

All Required		Clearing and Grubbing			$ 800.00
1,600	cu. yds.	Structural Excavation	$ 2.00		3,200.00
340,000	cu. yds.	General Excavation, Unclassified	.17		57,800.00
526,000	yd. sta.	Overhaul	.01		5,260.00
91,000	yd. mi.	Truck Haul	.15		13,650.00
15,000	lin. ft.	Rounding Cutbanks	.10		1,500.00
3.92	miles	Finishing Roadbed and Slopes	500.00		1,960.00
1,300	lin. ft.	12" Concrete Culvert Pipe	1.40		1,820.00
310	lin. ft.	18" Concrete Culvert Pipe	2.70		837.00
550	lin. ft.	24" Concrete Culvert Pipe	3.70		2,035.00
450	cu. yds.	Class "A" Concrete	40.00		18,000.00
68,000	lbs.	Metal Reinforcement	.085		5,780.00
4,850	cu. yds.	3" - 1½" Material in Base	3.90		18,915.00
760	cu. yds.	3" - 0" Material in Surfacing	3.90		2,964.00
3,000	cu. yds.	¾" - 0" Material in Base	3.90		11,700.00
250	M-gals.	Sprinkling	1.80		450.00
1.16	miles	Preparation of Base	290.00		336.40
460	cu. yds.	Furnishing and Placing Aggregates	4.70		1,932.00
22	tons	Furnishing and Placing 151-200 Asphalt	35.00		770.00
30	tons	Furnishing and Placing RC-3 Asphalt	35.00		1,050.00
			Subtotal		$150,739.40
			10% Engr. & Cont.		15,075.94
			Total		$165,735.34

Length of Roadway	3.920 miles
Cost per mile	$42,279.42

Summary of Funds

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 25,000.00	$ 12,000.00	$13,000.00
Construction	165,735.34	96,200.00	69,535.34
	$190,735.34	$108,200.00	$82,535.34

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939
State Funds for Maintenance: Chap. 329, Laws 1939

RECEIVED
MAR 12 1946
FOR FILING

F 186-8

March 9, 1946

Sound Construction & Engineering Co.
1403 West 45th Street
Seattle (7), Washington

Gentlemen:

As requested in your letter of March 7, we are today mailing, under separate cover, three sets of the special provisions for each of the following listed projects:

Berger Ranch-Barnes Road	Contract No. 2777
Davies-North Plains	Contract No. 2778
North Plains-Gardner Ranch	Contract No. 2779

Very truly yours,

R. H. Baldock
State Highway Engineer

MCW:GS

SOUND CONSTRUCTION & ENGINEERING CO.

GENERAL CONTRACTORS
1403 WEST FORTY FIFTH STREET
SEATTLE, WASHINGTON
ZONE 7

TELEPHONE
MAIN 7317

OKEY J. GREGG . . . . PRESIDENT
THOMAS H. PAUL . . VICE-PRESIDENT
GALE O. WHITNEY . VICE-PRESIDENT
PETER KIEWIT . . . . . TREASURER
J. A. WICKMAN . . . . SECRETARY

March 7, 1946

REFERRED TO
Robert
BY SECRETARY

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Gentlemen:

In connection with our three jobs in Washington County, Oregon, for which you recently sent us two sets of plans, we request that you now send us also three sets each of the special provisions for these three jobs. The third set will replace the set which we turned in with our bid.

Thanks for your cooperation.

Yours very truly,

SOUND CONSTRUCTION & ENGINEERING CO.

By J. A. Wickman
J. A. Wickman

JAW:efj

cc: File

Mailed 3/9/46

RECEIVED
MAR 8 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 27 1946
FOR FILING

F 186-8

February 25, 1946

Sound Construction & Engineering Co.
1403 N. 45th Street
Seattle (7), Washington

Gentlemen:

In compliance with your request of February 22, we are this date mailing, under separate cover, two (2) sets of plans for each of the following projects:

Berger Ranch-Barnes Road	Contract No. 2772
Davies-North Plains	Contract No. 2778
North Plains-Gardner Ranch	Contract No. 2779

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

MCW:GS

SOUND CONSTRUCTION & ENGINEERING CO.

GENERAL CONTRACTORS
1403 WEST FORTY FIFTH STREET

SEATTLE, WASHINGTON
ZONE 7

TELEPHONE
MAIN 7317

OKEY J. GREGG . . . PRESIDENT
THOMAS H. PAUL . . VICE-PRESIDENT
GALE O. WHITNEY . VICE-PRESIDENT
PETER KIEWIT . . . . . TREASURER
J. A. WICKMAN . . . . SECRETARY

February 22, 1946

RECEIVED
FEB 25 1946
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Please send us two (2) sets of plans each on the work which we have in Washington County, Oregon; namely, Berger Ranch-Barnes Road, Contract No. 2772; Davies-North Plains, Contract No. 2778; and North Plains-Gardner Ranch, Contract No. 2779.

Yours very truly,

SOUND CONSTRUCTION & ENGINEERING CO.

By J. A. Wickman
J. A. Wickman

JAW:jg
cc: File

RECEIVED
FOR FILING

F 186-(8)

#2772

January 23, 1946

Sound Construction & Engr. Co.
1403 North 45th Street
Seattle 7, Washington

Gentlemen:

We are sending you today, by express, four copies each of the following contracts which were awarded to you by the State Highway Commission:

Contract No. 2772, covering grading on the Berger Ranch-Barnes Road Section of the Wolf Creek Highway, awarded on January 17, 1946.

Contract No. 2778, covering grading on the Davies-North Plains Section of the Wolf Creek Highway, awarded on January 18, 1946.

Contract No. 2779, covering grading on the North Plains-Gardner Ranch Section of the Wolf Creek Highway, awarded on January 18, 1946.

Kindly execute all four copies each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you, for your records and files, of each contract. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Gleisner
Secretary

gl

RECEIVED
JAN 22 1946
FOR FILING

January 21, 1946

Sound Construction & Engineering Co.
1403 West 45th Street
Seattle, Washington

Gentlemen:

The State Highway Commission, on January 17 and 18, 1946, awarded you the contracts for the following construction projects:

#2772 Berger Ranch-Barnes Road Section of the Wolf Creek Highway, in Washington County, based on your low bid of $150,759.40.

Davies-North Plains Section of the Wolf Creek Highway, in Washington County, based on your low bid of $173,126.90, in combination with the North Plains Gardner Ranch Section project.

North Plains-Gardner Ranch Section of the Wolf Creek Highway, in Washington County, based on your low bid of $45,881, in combination with the Davies-North Plains Section project with the qualification that there would be a $3,000 reduction if awarded both projects.

Contract forms for these three projects will be forwarded to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

ss

Certified Copy Power of Attorney—Individual.

No. 1916

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That the SEABOARD SURETY COMPANY, a corporation of the State of New York, by C. M. French its Vice-President, hath made, constituted and appointed and by these presents does make, constitute and appoint Edwin K. Dawson its true and lawful Attorney-in-Fact, at Seattle, in the State of Washington to make, execute and deliver on its behalf as Surety, bonds and undertakings, the penal sum of no one of which is, in any event, to exceed Five Hundred Thousand - - - - - - - - - - ($ 500,000.00) dollars and to be given for the following purposes only, to wit:— guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

THIS POWER OF ATTORNEY WILL NOT BE VALID FOR EXECUTION OF ANY SUCH INSTRUMENT AFTER DECEMBER 31, 1946.

Such bonds and undertakings for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This appointment is made under and by authority of a certain By-Law duly adopted by the Board of Directors of the said Company at a regular meeting of that body duly called and held on the 8th day of December, 1927, a duly certified copy of which By-Law is hereto attached, and is subject to revocation as therein provided.

In Witness Whereof, the SEABOARD SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed duly attested by its Assistant Secretary, this 21st day of August 19 41, at New York, N. Y.

Attest: SEABOARD SURETY COMPANY,
By

(Seal) A. G. Podlesney
Assistant Secretary

C. M. French
Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 21st day of August, 19 41, before me personally appeared C. M. French Vice-President of the SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New York; that he is Vice-President of the SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

(Seal). Lillian Miller

LILLIAN MILLER
NOTARY PUBLIC
Bronx Co. Clk's No. 67, Reg. No. 479
N. Y. Co. Clk's Certificates filed
Commission Expires March 30, 1943

BE IT REMEMBERED That at the regular meeting of the Board of Directors of the SEABOARD SURETY COMPANY, duly called and held in the Borough of Manhattan, City of New York, on the 8th Day of December, 1927, a quorum being present, the following By-Laws were duly adopted and are still in force and effect:

ARTICLE XI. Paragraph 6:

"Attorneys-in-Fact, Departmental Managers, Branch Managers, Agents, Clerks, and other employees may be appointed or engaged by the President or a Vice-President, subject to the control of the Directors, upon such terms and with such powers and duties as he may prescribe."

Article XVII, Paragraph I. "All policies, bonds, recognizances, stipulations and all underwriting undertakings shall be valid:

(a) When signed by the President, or the First Vice-President, or a Vice-President, or a Resident Vice-President, or a Departmental Manager and the Secretary, or an Assistant Secretary, or a Resident Assistant Secretary, or other duly authorized official or agent of the Company, and when sealed with the seal of the Company where required by law; or

(b) When executed by an Attorney-in-Fact."

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:-

I, A. G. Podlesney, Assistant Secretary of the SEABOARD SURETY COMPANY, have compared the foregoing By-Laws with the originals thereof, as recorded in the Minute Book of the said Company and do hereby certify that the same are correct and true transcripts therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Company, at New York, N. Y. this 21st day of August 19 41

(Seal).

A. G. Podlesney
Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, G. S. Oldfield Asst. Secretary of the SEABOARD SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a

KNOW ALL MEN BY THESE PRESENTS: That the SEABOARD SURETY COMPANY, a corporation of the State of New York, by C. M. French its Vice President, hath made, constituted and appointed and by these presents does make, constitute and appoint Edwin K. Dawson

its true and lawful Attorney-in-Fact, at Seattle, in the State of Washington to make, execute and deliver on its behalf as Surety, bonds and undertakings, the penal sum of no one of which is, in any event, to exceed Five Hundred Thousand - - - - - - - - - - - - ($ 500,000.00) dollars and to be given for the following purposes only, to wit:— guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

THIS POWER OF ATTORNEY WILL NOT BE VALID FOR EXECUTION OF ANY SUCH INSTRUMENT AFTER DECEMBER 31, 1946.

Such bonds and undertakings for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This appointment is made under and by authority of a certain By-Law duly adopted by the Board of Directors of the said Company at a regular meeting of that body duly called and held on the 8th day of December, 1927, a duly certified copy of which By-Law is hereto attached, and is subject to revocation as therein provided.

In Witness Whereof, the SEABOARD SURETY COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed duly attested by its Assistant Secretary, this 21st day of August 19 41, at New York, N. Y.

Attest:

SEABOARD SURETY COMPANY,
By

(Seal) A. G. Podlesney
Assistant Secretary

C. M. French
Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 21st day of August, 19 41, before me personally appeared C. M. French Vice President of the SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New York; that he is Vice President of the SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice President of said Company by like authority.

(Seal). Lillian Miller

LILLIAN MILLER
NOTARY PUBLIC, New York
Bronx Co. Clk's No. 67, Reg. No. 2M18
N. Y. Co. Clk's Certificates filed No. 479, Reg. No. 2M18
Bronx Co. Commission Expires March 30, 1943

BE IT REMEMBERED That at the regular meeting of the Board of Directors of the SEABOARD SURETY COMPANY, duly called and held in the Borough of Manhattan, City of New York, on the 8th Day of December, 1927, a quorum being present, the following By-Laws were duly adopted and are still in force and effect:

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(a) When signed by the President, or the First Vice-President, or a Vice-President, or a Resident Vice-President, or a Departmental Manager and the Secretary, or an Assistant Secretary, or a Resident Assistant Secretary, or other duly authorized official or agent of the Company, and when sealed with the seal of the Company where required by law; or

(b) When executed by an Attorney-in-Fact."

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, A. G. Podlesney, Assistant Secretary of the SEABOARD SURETY COMPANY, have compared the foregoing By-Laws with the originals thereof, as recorded in the Minute Book of the said Company and do hereby certify that the same are correct and true transcripts therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Company, at New York, N. Y. this 21st day of August 19 41

(Seal).

A. G. Podlesney
Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, G. S. Oldfield Asst. Secretary of the SEABOARD SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said SEABOARD SURETY COMPANY, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Company, at the City of New York, this 18th day of January, A. D. 19 46

G. S. Oldfield
Assistant Secretary

Form 147 Rev. 12M-5-45

MONTANA
OREGON
WASHINGTON F 186-8
RECEIVED
MAY 21 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

January 17, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the award of contract on Oregon Project F-186(8), the Berger Ranch-Barnes Road Section of the Wolf Creek Highway, to Sound Construction and Engineering Co., Seattle, Washington, who submitted the low bid of $150,759.40 on the alternate using asphalt.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 19 1946
OREGON
STATE HIGHWAY COMMISSION

F. 186-8

MONTANA
OREGON
WASHINGTON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
MAY 24 1946
FOR FILING

January 2, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-186(8), the Berger Ranch-Barnes Road Section of the Wolf Creek Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

At Mr. Probert's request, the estimate has been revised to delete the item for right-of-way, and the summary of funds has been changed to show the Federal Funds requested taken up by the construction items.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 4 1946
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Mr. Baldock

Rowan

December 27, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland, 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Burger Branch-Barnes Road Section, Project No. F-186 (8).

One set of blue print plans and six copies of bid proposals are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GKD
Enc.

Oregon State Highway Department

Federal Aid Project
No. F-186 (8)

BERGER RANCH-BARNES ROAD SECTION OF THE WEST SIDE HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 24, 1943

All Required		Lands, Rights of Way, Etc.		$ 25,000.00
Construction				
All Required		Clearing and Grubbing		$ 8,000.00
1,600	cu. yds.	Structural Excavation	$ 2.00	3,200.00
340,000	cu. yds.	General Excavation, Unclassified	.25	85,000.00
926,000	yd. stas.	Overhaul	.015	7,890.00
91,000	yd. mi.	Truck Haul	.15	13,650.00
15,000	lin. ft.	Rounding Cutbanks	.12	1,800.00
3.92	miles	Finishing Roadbed and Slopes	300.00	1,960.00
1,300	lin. ft.	12" Concrete Culvert Pipe	2.00	2,600.00
310	lin. ft.	18" Concrete Culvert Pipe	3.00	930.00
950	lin. ft.	24" Concrete Culvert Pipe	4.50	2,475.00
450	cu. yds.	Class "A" Concrete	35.00	15,750.00
68,000	lbs.	Metal Reinforcement	.08	5,440.00
4,850	cu. yds.	3" - 1½" Material in Base	3.75	18,187.50
760	cu. yds.	3" - 0" Material in Surfacing	3.75	2,850.00
3,000	cu. yds.	¾" - 0" Material in Base	4.00	12,000.00
250	M-gals.	Sprinkling	2.00	500.00
1.16	miles	Preparation of Base	200.00	232.00
460	cu. yds.	Furnishing and Placing Aggregates	5.00	2,300.00
22	tons	Furnishing and Placing 151-200 Asphalt	35.00	770.00
30	tons	Furnishing and Placing RC-3 Asphalt	35.00	1,050.00
26	tons	Furnishing and Placing RT-8 Tar	30.00	(Alternate)
36	tons	Furnishing and Placing RT-4 Tar	30.00	(Alternate)
			Subtotal	$186,984.50
			10% Engr. & Cont.	18,698.45
			Total	$205,242.95
		Length of Roadway	3.920 miles	
		Cost per mile	$52,357.89	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 25,000.00	$ 12,000.00	$ 13,000.00
Construction	205,242.95	111,000.00	94,242.95
	$230,242.95	$123,000.00	$107,242.95

Oregon State Highway Department

Federal Aid Project
No. F-186 (8)

BURCH-BANKS ROAD SECTION OF THE

WOLF CREEK HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 24, 1945

All Required		Lands, Rights of Way, Etc.		$ 25,000.00
Construction				
All Required		Clearing and Grubbing		$ 8,000.00
1,600	cu. yds.	Structural Excavation	$ 2.00	3,200.00
340,000	cu. yds.	General Excavation, Unclassified	.25	85,000.00
506,000	yd. stas.	Overhaul	.015	7,590.00
91,000	yd. mi.	Truck Haul	.15	13,650.00
15,000	lin. ft.	Rounding Cutbanks	.12	1,800.00
3.92	miles	Finishing Roadbed and Slopes	500.00	1,960.00
1,300	lin. ft.	12" Concrete Culvert Pipe	2.00	2,600.00
310	lin. ft.	18" Concrete Culvert Pipe	3.00	930.00
590	lin. ft.	24" Concrete Culvert Pipe	4.80	2,475.00
450	cu. yds.	Class "A" Concrete	35.00	15,750.00
68,000	lbs.	Metal Reinforcement	.08	5,440.00
4,850	cu. yds.	3" - 1½" Material in Base	3.75	18,187.50
760	cu. yds.	3" - 0" Material in Surfacing	3.75	2,850.00
3,000	cu. yds.	3/4" - 0" Material in Base	4.00	12,000.00
250	M-gals.	Sprinkling	2.00	500.00
1.16	miles	Preparation of Base	200.00	232.00
460	cu. yds.	Furnishing and Placing Aggregates	5.00	2,300.00
22	tons	Furnishing and Placing 151-200 Asphalt	35.00	770.00
30	tons	Furnishing and Placing RC-3 Asphalt	35.00	1,050.00
26	tons	Furnishing and Placing RT-8 Tar	30.00	(Alternate)
36	tons	Furnishing and Placing RT-4 Tar	30.00	(Alternate)
			Subtotal	$186,884.50
			10% Engr. & Cont.	18,658.45
			Total	$205,242.95
		Length of Roadway	3.920 miles	
		Cost per mile	$52,357.89	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 25,000.00	$ 12,000.00	$ 13,000.00
Construction	205,242.95	111,000.00	94,242.95
	$230,242.95	$123,000.00	$107,242.95

BERGER RANCH-BARNES ROAD SECTION

PROJECT NO. F-186 (8)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 24, 1945

RECEIVED
JAN 4 1946
FOR FILING
F 186-8

December 31, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box [illegible]
Portland, Oregon

Dear Sir:

With reference to landscaping on the portions of the Rolf Creek Highway which are to be graded and paved as parts of the three-year post-war federal aid program, we propose treatment such as was used on the Pringle Creek-Taylor Creek Section of the Pacific Highway south of Salem. This treatment consisted of a more or less general seeding of roadside slopes and of group plantings of shrubs and trees at points where such plantings could be used effectively.

Detailed plans for the landscaping have not been developed as yet but will be prepared during the months to come with the view of having the work performed immediately following completion of the pavement.

The foregoing applies to the following projects scheduled for letting in January: F-186 (8) and F-186 (9).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

RHP:GED

F-186(9) McKay Cr. Trestle Bridge, Wolf Cr. Hwy. 1946

#2773

RECEIVED
MAR 10
FOR FILING

F-186 (9)

2773

March 9, 1949

Mr. F. K. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of March 4, we are enclosing copies of excerpts from the minutes of the Highway Commission's meetings covering extensions of time for work performed under Contract No. 2773 on the Davies-Gardiner Ranch Section, Project No. F-186 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JHH:ow

Encl.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

~~2/28/47~~
2/4/47
~~3/4/47~~
8/24/47

Dear Sir:

In our review of the final voucher submitted for Oregon Project No. F-186(9), Davies-Gardiner Ranch Section of the Sunset Highway, it is noted that copies of excerpts from the minutes of the Highway Commission's meetings covering the extension of Contract No. 2773 from December 31, 1946 to April 30, 1947 and June 30, 1947 to July 3, 1947 were not enclosed.

Please send us copies of these minutes at your earliest convenience as the final voucher cannot be recommended for payment until they are received.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED

RECEIVED
FOR FILING

F-186(9)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

October 6, 1947

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	13957	2773	7-Final	C. J. Eldon	1,167.14	316087	
2.							
3.							
4.							
5.				Mr. Glaisyer:			
6.				This job has been accepted and your notice is on file with us.			
7.				BSW			
8.							
9.							
10.							
11.							
12.							

NOTED ON CARD
10-6-47 GL

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

F-186(9)

September 11, 1947

Mr. C. J. Eldon
P.O.Box 5686
Portland 3
Oregon

Dear Sir:

The State Highway Commission, at its meeting on August 26, 1947, had under discussion your request for an extension of time of three days, from June 30 to July 3, 1947, within which to complete your contract No. 2773 for trestle bridge across McKay Creek on the Sunset Highway, in Washington County.

I am pleased to inform you that the Commission granted your request without penalty, however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:gl

cc: A. C. Shelton,
Division Engineer

NOTED ON CARD

9-11-47 gl

Files

RECEIVED
AUG 21 1947
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

OFFICE COPY

F-186 (9)

Salem, Oregon
July 30, 1947

SUBJECT:

To: Mr. R.H. Baldock,
State Highway Engineer
O F F I C E

NOTED
State Highway Engineer

L

Dear Sir:

Herewith request for an extension of time on the contract for the McKay Creek Bridge on the Sunset Highway in Washington County, Contract No. 2773, C.J. Eldon, Contractor.

Very truly yours,

G.S. Paxson,
Bridge Engineer

fs
Encl.
cc: H.B. Glaisyer

REFERRED TO
SECRETARY

Jenny — Mrs. Tenin
for agenda —

7-30-47
91

RECEIVED
JUL 28 1947
FOR FILING

F-186(9)

July 25, 1947

General Casualty Company
Mansfield & Co., Agents
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2773 covering the McKay Creek Bridge on the Sunset Highway, in Washington County, has been completed by the contractor, C. J. Eldon, and that final payment in the amount of $1,167.14 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $13,371.63, of which amount $285.92 represents the amount of force account items. This contract was completed on July 3, 1947 but has not as yet been accepted by the Commission, however, we anticipate that it will be accepted at the next Commission meeting to be held the latter part of August.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
7-25-47 gl

RECEIVED
OCT 2 1947
FOR FILING

F-186(9)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1947

SUBJECT: McKay Creek Bridge
Contract No. 2773

To:
Mr. H.B. Glaisyer,
Secretary
O F F I C E

The McKay Creek Bridge, C.J. Eldon, contractor, was completed July 3, 1947. This is our Contract No. 2773. Will you please obtain authorization to make final payment.

Very truly yours,

W.A. Reeves,
Bridge Office Engineer

fs
cc: W.A. Reeves
Goldie Lewis

REFERRED TO
BY SECRETARY

APPROVED BY HIGHWAY COMMISSION
DATE August 26, 1947
Secretary

RECEIVED
JUN 24 1947
FOR FILING
F-186 (9)

June 23, 1947

Mr. C. J. Eldon
P. O. Box 5686
Portland 3
Oregon

Dear Sir:

The State Highway Commission, at its meeting on June 16, 1947, had under discussion your request for an extension of time of 60 days, from April 30 to June 30,1947, within which to complete your contract No. 2771 for the Mc-Kay Bridge on the Sunset Highway in Washington County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

I wish also to bring to your attention action taken by the Highway Commission at its meeting on June 16, 1947, with respect to the matter of allowing contractors extensions of time for completion of their work. You will recall that during the wartime emergency when there was a shortage of labor and materials the Commission was very lenient and granted all requests for extensions of time, without penalty. The Commission considers that the conditions which prompted such action no longer exist and in view thereof decided to penalize contractors for failure to complete their projects within the specified time limit, unless there is some special reason why the work could not be completed within such period. I do not know just what penalty will be imposed, but mention the action of the Commission so that you will be informed and can take such action as may be necessary to avoid it.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: W.C. Williams

RECEIVED
JUN 10 1947
FOR FILING

F.186(7)

#2773

-7-47

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 2, 1947

SUBJECT: Extension of Time
McKay Creek Bridge No. 2365

To:

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

Herewith, for approval of the Highway Commission, are contractor's request and engineer's recommendation for extension of time on the McKay Creek Bridge in Washington County. Attached also, is the concurrence of the Public Roads Administration.

Very truly yours,

G. S. Paxson
Bridge Engineer

GM
Attached
cc W. A. Reeves

mailed

REFERRED TO
BY SECRETARY

RECEIVED
FEB 21 1947
FOR FILING

F-18(9)

February 20, 1947

Mr. C. J. Eldon
P. O. Box 5886
Portland 5
Oregon

Dear Sir:

You were notified by this office on February 17, 1947 that the time extension requested by you of 151 days, from December 31, 1946 to May 31, 1947, within which to complete your contract No. 2773, covering trestle bridge over McKay Creek on the Wolf Creek (Sunset) Highway in Washington County, had been granted.

This statement was an error as the records of the Highway Commission indicate that they granted the extension of time for only 120 days, from December 31, 1946 to April 30, 1947.

We regret this error and trust it has caused you no serious inconvenience.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[redacted]

cc: W. C. Williams

RECEIVED
FEB 18 1947
FOR FILING

F-186(9)

February 17, 1947

Mr. C. J. Elden
P. O. Box 5886
Portland 8
Oregon

Dear Sir:

The State Highway Commission, at its meeting on February 4, 1947, had under discussion your request for an extension of time of 151 days, from December 31, 1946 to May 31, 1947, within which to complete your contract No. 2773 covering trestle bridge over McKay Creek on the Wolf Creek (Sunset) Highway, in Washington County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: W. C. Williams

Note:
Correction letter - 2-20-47

RECEIVED
OCT 1 1946
MAILING

F-186-7

October 1, 1946

Mr. C. J. Hilem
P.O.Box 5086
Portland
Oregon

Dear Sir:

The State Highway Commission at its meeting on September 25, 1946 granted you the extensions of time requested, without penalty, on the following contracts:

Contract No. 2775, covering trestle bridge on the McKay Creek Section of the Wolf Creek Highway, extended from September 30 to December 31, 1946.

Contract No. 2788, covering bridge over Coffey Creek on the Tiller Trail Secondary Highway, extended from October 31, 1946 to July 31, 1947.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

RECEIVED
JUL 15 1946
FOR FILING
E-186(9)

July 12, 1946

Mr. C. J. Eldon, Contractor
P. O. Box 5686
Kenton Station
Portland, Oregon

Dear Mr. Eldon:

The State Highway Commission, at its meeting on June 26, 1946, discussed your letter of June 7, 1946, suggesting the cancellation of your Contract No. 2773, for the construction of the McKay Creek Bridge on the Sunset Highway in Washington County because of difficulties that you are encountering in securing necessary materials, supplies, etc.

After careful consideration of all the facts, the Commission decided unanimously not to cancel the contract, but to require you to proceed with the performance of the contract according to the contractoral provisions. The Engineer was instructed to assist you in obtaining necessary materials in so far as he is able, but the Commission could not relieve you of your obligation.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:dr

cc - Mr. C. S. Paxson

FORM H-90 25M 7-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1946

AGENDA
JUN 25 1946
4-h

SUBJECT: McKay Creek Bridge

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

Herewith request from C. J. Eldon, who was awarded the contract for construction of the McKay Creek Bridge on the Sunset Highway in Washington County at January Commission meeting of this year, in which he asks that the contract be canceled in view of his inability to secure materials. We are obtaining materials for other projects, and I see no reason why they cannot be obtained for this one. I am, therefore, recommending that the request be denied.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached

S+C

C. J. ELDON
CONTRACTOR

P. O. BOX 5686, KENTON STATION
Portland, Oregon

7 June 1946.

RECEIVED
JUN 10 1946
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
JUN 10 1946
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,

Salem, Oregon.

Subject: McKay Creek Brodge,
Contract No. 2773

Gentlemen:

In January 1946 the contract to construct the McKay Creek Bridge, Contract No. 2773 was awarded to me.

Immediately thereafter orders for materials- Lumber, pliing, shear nails, reinforcing steel, Bridge railing, deck drains &c.-were placed.

Restrictions and regulations established by governmental bureaus and agencies have rendered the possibility of obtaining a great part of these materials extremely remote. These conditions appear to be becoming more aggravated.

The order for treated piling and lumber was placed with The Forest Products Treating Co. Their treating plant is located at The Dalles, Oregon. They tell me that they have the piling -30 pieaces 50 feet long - ready for delivery.

In a telephone conversation with Mr. Richards of that company to-day I was informed that they had no inkling of when they would get the lumber required but was sure that it would be considerable time - probably months. After the lumber is delivered it will require some time to frame and treat it.

The order for the shear spikes was placed early in February. I can get no probable nor definite date of delivery. The cement companies claim their time limit has expired - that they have no cement. I am unable to buy cement (more than 5 Or 6 sacks) at the present time.

Since the award of the contract labor, when one is able to get it, has increased some 22% while the modulus of efficiency has decreased some 40%

Now, in as much as the conditions now prevailing, both as to inability to obtain materials in the open(?) market and the labor situation, which seems to preclude the probability of accomplishing the work within the stipulated time, I am willing that the contract be cancelled, without prejudice, rather than carry it over indefinitely.

In case of cancellation it is suggested that the Commission assume such commitments for materials, bond premium &c. as I am unable to divert to other projects or enterprises. The piling, bridge railing, deck drains &c. can be stored and used in this or some other structure at a more propitious time.

Respectfully submitted,

C. J. [illegible]DON (Contractor)

MONTANA
OREGON
WASHINGTON

RECEIVED
JUL 19 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

POST OFFICE BUILDING
PORTLAND 8, OREGON

~~DISTRICT ONE~~
Division 8

F-186-9

January 17, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence today in the award of contract for the McKay Creek Bridge portion of Oregon Project F-186(9), Wolf Creek Highway, to C. J. Eldon, Portland, Oregon, who submitted the low bid of $14,249.80.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 19
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 18 1946
FOR FILING

E 186-9

February 14, 1946

Mr. C. J. Eldon
3101 N. Columbia Blvd.
Portland 3, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2773 which was awarded to you on January 17, 1946 by the State Highway Commission, covering the construction of the McKay Creek Bridge on the Wolf Creek Highway in Washington County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ca

RECEIVED
FOR FILING

F1861 91

January 26, 1946

#2773

Mr. C. J. Elden
P. O. Box 5686
Portland 3, Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2773, which was awarded to you by the State Highway Commission on January 17, 1946, covering Trestle Bridge over McKay Creek on the Wolf Creek Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions) relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Sent by Express 1-26-46 gl
Recorded

RECEIVED
JA[illegible]6
FOR FILING

F 186(9)

January 21, 1946

#2773

Mr. C. J. Eldon
3101 N. Columbia Boulevard
Portland 3, Oregon

Dear Mr. Eldon:

The State Highway Commission, on January 17, 1946, awarded you the contract for construction of a bridge over McKay Creek on the Wolf Creek Highway, in Washington County. This award was based on your low bid of $14,249.80, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

S-204(3) Fuller & Ojalla Bridges- Siletz River, Siletz Secon. Hwy. 1946

#2774

RECEIVED
JUL 19 1948
FOR FILING

S-204 (3)
2774

July 12, 1948

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

This to acknowledge your letter of July 9 in which you enclosed receipted bills from Loyd Calkins for materials furnished on your contract No. 2774, covering the Fuller and Ojalla Bridges over the Siletz River on Siletz Secondary Highway, in Lincoln County.

Our Auditing Department has, this afternoon, been notified to release your final warrant for work on the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED
H. B. GLAISYER

NOTED ON CARD
7-12-48

Reedsport, Oregon
July 9, 1948

Oregon State Highway Commission,
Salem, Oregon

Attention Mr. Glazier, Secretary

2774

Gentlemen:

With reference to completed contract on Siletz Bridges final estimate on which was been held up pending settlement of claims by Lloyd Calkins and North Lincoln Rock Production Co., I am enclosing herewith receipted bills covering settlement of these claims in full.

Trusting this will enable you to make final payment and clean up this job, I remain

Very truly yours,

TOM LILLEBO

By Roy E. Rogers

cc to Rogers Ins. Agency;

RECEIVED
JUL 1[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

STATEMENT

OCEANLAKE ORE. July 1, 1948

M Tom Lillebo

Reedsport

Oregon

In Account With

North Lincoln Rock Production Co.

LOYD and ED CALKINS PHONE 581

	DEBIT	CREDIT	BALANCE
Balance due on materials furnished for Siletz Highway work			$755.00

Paid 7/5/48
NORTH LINCOLN ROCK PRODUCTION CO.
By M. Chard
Dept.

NOTED
H. B. GLASSER

NOTED
H. B. GLASSER

STATEMENT

Oceanlake, Oregon, July 1, 1948

M Tom Lillebo

Reedsport

Oregon

IN ACCOUNT WITH

LOYD CALKINS

GENERAL CONTRACTOR

POWER SHOVELS - BULLDOZERS - TRUCKS

OFFICE DELAKE 581 PHONES HOME DELAKE 521

Balance due on materials furnished for Siletz Highway work	$1011.50

Paid 7/5/48
LOYD CALKINS
By M. Church
Bkpr.

NOTED
H. B. GLASSER

RECEIVED
JUL 19 1948
FOR FILING

5-204(3)

2774

July 12, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

We have today received a letter from Tom Lillebo in which he enclosed two receipted bills from Loyd Calkins, aggregating $1,766.50, being full payment of his two claims for materials furnished on contract No. 2774 covering the Fuller and Ojalla Bridges on the Siletz ~~Secondary~~ Highway, in Lincoln County.

In conformity with the above our Auditing Department has been notified to release the final warrant to Mr. Lillebo on this job, which has been held up pending settlement of the two claims of Loyd Calkins.

This information is being sent to you because you appear as surety for the contractor on the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency
Title & Trust Bldg.
Portland 4, Oregon

H. H. Hanke

NOTED
H. B. GLAISYER

NOTED ON CARD

7-12-48 gf

RECEIVED
JUN 16 1948
FOR FILING

D-204 (3)
#2774

June 16, 1948

Mr. Tom Lillebo
Reedsport
Oregon

Dear Mr. Lillebo:

The State Highway Commission is ready to make final payment to you in connection with your contract No. 277h for the construction of the Fuller and Ojalla Bridges on the Siletz Secondary Highway but is precluded from doing so because of two outstanding claims against the work, both of which were filed by Loyd Calkins, one in the amount of $755 and the other in the amount of $1,011.50, making a total of $1,766.50.

We will appreciate it if you will arrange to satisfy this account so we can clear our records and release your final payment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ee

cc - Mr. Malcolm H. Hawks
Mr. Floyd Cawry

Loyd Calkins & Company
General Contractors
Cascadia, Oregon

This will answer your letter of June 8 on the same subject.

H. B. Glaisyer

LOYD CALKINS & COMPANY

GENERAL CONTRACTORS

OCEANLAKE, OREGON

PHONE OELAKE 881

LOYD CALKINS
HOME PHONE OELAKE 881

HARRY JEFFERIES
HOME PHONE OELAKE 875

June 8, 1948

H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Thank you for advising us of pending final payment to Tom Lillebo on the Siletz Secondary Highway work. I understand Mr. Lillebo made an appointment with Mr. Calkins to discuss this matter, but evidently Mr. Lillebo was unable to keep the appointment. We have not as yet received payment for the claims against the contract.

We will appreciate your advise on this matter.

Very truly yours,

Loyd Calkins
By Maxine Church
Maxine Church, Bkpr.

MC

cc Calkins

NOTE TO Lillebo
DATE 6-16-48

1766.5 C

RECEIVED
JUN 10 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 9 1948
FOR FILING
S.204(2)

June 7, 1948

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting on May 25, 1948, had under discussion your request for an extension of time of 148 days, from September 1, 1947 to January 26, 1948, within which to complete your contract No. 2774 covering the Fuller and Ojalla Bridges on the Siletz Secondary Highway, in Lincoln County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Mason,
Division Engineer

W. A. Reeves

NOTED ON CARD

RECEIVED
JUN 7 1948
FOR FILING
S-2064(3)

June 4, 1948

Mr. Loyd Calkins
Oceanlake
Oregon

Dear Sir:

This to advise you that the State Highway Commission is ready to make final payment to Tom Lillebo on June 14, 1948, for work on contract No. 2774 covering the Fuller and Ojalla Bridges over the Siletz River on Siletz Secondary Highway, in Lincoln County.

Our records show that you have two claims against this contract, one for crushed rock and one for sand furnished on the job, aggregating $1,766.50. Please advise this office at once as to the present status of these claims so that we can release the warrant to the contractor as soon as possible.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
6-4-48 sjf

RECEIVED
JUL 13 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

S 204(3)

2774

June 3, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	5686	2774	20-final	Tom Lillebo	14,815.63	327764	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Acceptance Notice is on file with us; also Notice of Extension, without penalty.

NOTED ON CARD
7-12-48

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved H. B. Glaisyer
Secretary

RECEIVED
JUN 2 1948
FOR FILING

S-204'(3)

Salem, Oregon
June 1, 1948

Acceptance of Completed Contracts

Mr. S. H. Probert

Mr. G. S. Pgrson

The State Highway Commission, at its meeting on May 25, 1948, also accepted Contract No. 277h, with Tom Lillebo, covering the Fuller and Ojalla Bridges over the Siletz River on Siletz Secondary Highway, in Lincoln County, completed January 26, 1948.

Very truly yours

Secretary

gl

cc: H. H. Rankin
W. A. Reeves
H. G. Smith

NOTED ON CARD
6-1-48 gl

RECEIVED
MAY 10 1948
FOR FILING

S-204(3)

April 30, 1948

Request for Extension of Time
No. 3
May 24 and 25 meeting.

State Highway Commission

Gentlemen:

Re: Fuller and Ojalla Bridges in Lincoln County,
Contract No. 277-A, Tom Lillebo, Contractor

Herewith copy of application from the contractor for an extension of time to and including January 26, 1949 for the completion of the work on the Fuller and Ojalla Bridges over the Siletz River in Lincoln County, Contract No. 277-A, Tom Lillebo, contractor. This contract was previously extended to and including August 30, 1947.

During the progress of the work, it was found that defective steel had been supplied in two minor members of the truss. This steel was rejected and the contractor required to replace these members. The additional extension is necessitated by the manufacture, delivery, and installation of the members. No inconvenience to the public or extra cost to the State was occasioned, and we are recommending that the extension be granted without penalty to the contractor.

A copy of the concurrence of the Public Roads Administration to this recommendation is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
MAY 3 1948
FOR FILING

5-204(2)

April 29, 1948

Glens Falls Indemnity Company
6th Floor Mills Tower
San Francisco 4, California

Attention: Arthur M. Colomb

Re: Tom Lillebo, State Highway Contract 2774
Your Bond No. 306715

Gentlemen:

In reply to your letter of April 27, regarding the above subject we wish to advise that as far as we can determine at this time that the claims filed by Loyd Calkins in the amount of $1,766.50 against Mr. Lillebo's Contract No. 2774 have not been withdrawn.

We have checked this matter with the office of the Secretary of State and they do not have any record of a change in the status of the claim.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
4-29-48

GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CAL.

Glens Falls

INDEMNITY COMPANY
of Glens Falls, New York

ARTHUR M. COLOMB,
SUPERINTENDENT BONDING DEPT.

SAN FRANCISCO 4, CALIFORNIA

April 27, 1948

Oregon State Highway Commission
Salem, Oregon

ATTENTION: Mr. H. B. Glaisyer, Secretary

RE: Tom Lillebo, State Highway Contract No. 2774 - Our Bond No. 306715

Gentlemen:

We acknowledge receipt of your April 21, 1948 letter advising that the above contract was completed on January 26, 1948 but had not been accepted by the Highway Commission.

We have noted that there are two claims filed against this project by Loyd Calkins aggregating $1,766.50.

We shall be in communication with Mr. Lillebo on this subject, however, if in the mean time claims have been withdrawn, we would accordingly appreciate your advice as sent to us here in San Francisco.

Yours very truly,

GLENS FALLS INDEMNITY COMPANY
ARTHUR M. COLOMB

AMC:lbb

NOTED IN CAR
4-29-48 GR

RECEIVED
APR 29 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 23 1948
FOR FILING

5-204(3)

April 21, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that State Highway Contract No. 2771 covering work on the Fuller and Ojalla Bridges over the Siletz River on the Siletz Secondary Highway, in Lincoln County, has been completed by the contractor, Tom Lillebo, and that final payment in the amount of $14,815.63 will be made after acceptance by the Commission.

For your information we wish to advise that the total contract amount is $183,066.68, of which amount $1,766.65 represents force account items. There are two claims filed against this project by Loyd Calkins, of which you have been previously notified, aggregating $1,766.50. This contract was completed on January 26, 1948 but has not been accepted by the Highway Commission.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: Rodgers Insurance Agency
Title & Trust Bldg.
Portland 4, Oregon

Tom Lillebo

M. H. Hawks

NOTED ON CARD

RECEIVED
SEP 2 1947
FOR FILING

S-204(3)

August 28, 1947

The Glens Falls Indemnity Company
Rodgers Insurance Agency, Agent
Title and Trust Building
Portland 4, Oregon

Gentlemen:

We are attaching hereto a copy of a claim filed with the Secretary of State by Mr. Loyd Calkins against Tom Lillebo for material on two bridges on the Silet Secondary Highway on Contract No. 2774.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

VAQ:dr 8/29
Enc.

cc - Mr. Tom Lillebo
Reedsport, Oregon

NOTED ON CARD
8-29-47 gc

August 28, 1947

Robert S. Farrell, Jr.
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of three copies of the claim filed by Loyd Calkins in separate amounts of $755 and $1,011.50 against Mr. Tom Lillebo for material furnished by Mr. Calkins on two bridges on the Siletz Secondary Highway under Contract No. 2774.

In conformance with our usual procedure we are today notifying the surety, the Glens Falls Indemnity Company, and the contractor.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 8/29

August 28, 1947

Mr. Loyd Calkins
Oceanlake
Oregon

Dear Mr. Calkins:

This will acknowledge your claim filed with us dated August 11, against Mr. Tom Lillebo in the amount of $755.00 for crushed rock and another item in the amount of $1,011.50 for sand delivered to Mr. Lillebo's job at Siletz on the Siletz Secondary Highway, Contract No. 2774.

We have also received copies of the same claims in the same amounts which you filed with the Secretary of State on August 25.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ;dr 8/29

NOTED ON CARD

8-29-47 gf

ROBERT S. FARRELL JR.
SECRETARY OF STATE
SALEM, OREGON

August 27, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by Loyd Calkins for crushed rock and sand furnished in the sum of $1,766.50 against the bond taken from Tom Lillebo as principal, and the Glen Falls Indemnity Company, surety, for work on the two bridges on the Siletz Secondary Highway on Contract No. 2774.

Enclosed are three copies of the claim.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Robert S. Farrell

Secretary of State

F:FL

ENC.

RECEIVED
AUG 28 1947
OREGON
STATE HIGHWAY COMMISSION

COPY

OFFICE COPY

LOYD CALKINS

GENERAL CONTRACTOR

Power Shovels - Bulldozers - Trucks

August 25, 1947

To Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned, Loyd Calkins, has a claim for crushed rock and sand in the sum of $755.00 for crushed rock and the sum of $1,011.50 for sand, against the bond taken from Mr. Tom Lillebo, Reedsport, Oregon, Glen Falls Indemnity Co., Rogers Insurance Agency, Title and Trust Building, Portland 4, Oregon, for work on the two bridges on the Siletz Secondary Highway on Contract No. 2774.

LC:mc LOYD CALKINS

Endorsed:

File No. 3092

Filed August 27, 1947

ROBERT S. FARRELL, JR., Secretary of State

LOYD CALKINS

ED CALKINS

NORTH LINCOLN ROCK PRODUCTION COMPANY

Phone 401

OCEANLAKE, OREGON

Aug. 11, 1947

#2774

Oregon State Highway Comm.

Salem, Ore.

Dear Sirs;

I wish to present a claim on Mr. Tom Lillebo for the sum of seven hundred and fifty five dollars ($ 755.00) , for crushed rock used on his contract with the Highway Comm. on the two Siletz bridges.

I have sent him several statements regarding his bill but have never received a reply.

Very truly yours,

Loyd Calkins

Loyd Calkins

REFERRED TO
Floyd Query
BY SECRETARY

Please handle this in the usual manner. Acknowledge receipt and tell him to file his claim with the Secretary of State and send him a copy of the law. Also, notify the bonding company with a carbon copy to the contractor.

H.B.C.

RECEIVED
AUG 13 1947
OREGON
STATE HIGHWAY COMMISSION

LOYD CALKINS
GENERAL CONTRACTOR
POWER SHOVELS - BULLDOZERS - TRUCKS

OFFICE: DELAKE 881
HOME: DELAKE 881

Oceanlake, Ore.
Aug. II,1947

Oregon State Highway Comm.

Salem, Ore.

Dear Sirs;

I wish to present a claim on Mr. Tom Lillebo for the sum of One thousand eleven dollars and fifty cents ($ IOII.50), for sand delivered to Mr. Lillebo's job at Siletz.

I have sent him several statements in regard to his balance which is over six months past due, and he has never ansered.

Very truly yours,

Loyd Calkins

Loyd Calkins

Floyd Query
BY SECRETARY

Please handle this in the usual manner. Acknowledge receipt and tell him to file his claim with the Secretary of State and send him a copy of the law. Also, notify the bonding company with a carbon copy to the contractor.

H.3.a.

RECEIVED
AUG 12 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 18 1947
FOR FILING

S-204 (31

February 17, 1947

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission , at its meeting on February 4, 1947, had under discussion your request for an extension of time of 242 days, from December 31, 1946 to August 30, 1947, within which to complete your contract No.2774 covering the Fuller and Ojalla Bridges over the Siletz River on Siletz Secondary Highway, in Lincoln County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG: gl

cc: F. D. Enson

MONTANA
OREGON
WASHINGTON

RECEIVED
NOV 27 1946
FOR FILING

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

S-204(3)

November 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement and certificate for Oregon Federal Aid Secondary Project No. S-204(3), Fuller and Ojalla Bridges on the Siletz Highway in Lincoln County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 23 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

S[illegible] Oregon WA8 pr 7141

Federal Aid Secondary Project No. S-[illegible](3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of October, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of October, 1939, a revised project statement, which was approved on the 25th day of January, 1940, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [illegible] said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2nd day of January 1946; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of One hundred twelve thousand sixty and 00/100

dollars ($112,060.00) as the share of the United States payable under said act on account of [illegible] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State [redacted]
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station [redacted] in the NE 1/4 section 28, T-9-S, R-10-E, W.M., and survey station [redacted] in section 4, T-10-S, R-10-E, W.M., except station 775+00 to station 790+00,

_____, length 0.56 miles, in Lincoln County, being Section [redacted] of [redacted] project No. S-204(3), consisting of 0.44 miles of roadway and [redacted] bridges, each of more than 20 feet clear span, 0.12 of a mile in length.

16—11370 ° GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11879-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of One hundred twelve thousand sixty and 00/100 dollars ($ 112,060.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of One hundred ninety-five thousand nine hundred sixty and 54/100. dollars ($ 195,960.54), the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to [redacted]

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 329, Laws 1939
(Include reference to statute authorizing

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 132

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 20th day of November, 19 46

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By A. C. Schramm
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By H. L. Williams, Jr.
Secretary
(Title of officer)

By
(Title of officer)

By
COMMISSIONER OF PUBLIC ROADS
Division Engineer
U.S. Public Roads Administration

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

U. S. GOVERNMENT PRINTING OFFICE 16—11370

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-20,(3) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $195,960.00 as the total estimated cost of said project, and the sum of $112,060.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Oregon, this 20th day of November one thousand nine hundred and forty-six

[redacted]
COMMISSIONER OF PUBLIC ROADS

By [redacted]
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

MONTANA
OREGON
WASHINGTON
RECEIVED
OCT 26 1946
FOR FILING

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

October 25, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S- 204(3)
Fuller and Ojalla
Bridges, Siletz Hwy.

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

The location of the line between Townships 9S and 10 S on the title sheet has been corrected and the estimate has been altered to show only so much of the States furnished surfacing material to be supplied the contractor as is proposed for use within the limits of the Federal Aid project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Canfield
L. J. Canfield
Principal Highway Engineer

Encls.

RECEIVED
OCT 26 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 2 1947
FOR FILING

S-204 (3)

September 26, 1946

Mr. T. H. Wells
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Fuller and Ophlin Bridges, Project No. S-204 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HF
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-204 (3)

[illegible] AND OJALLA BRIDGES

ON THE SILETZ HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 14, 1946

Roadway (Sta. 762+40 to 785+00)(Sta. 892+00 to 904+75)

All Required		Clearing and Grubbing (70%)			$ 3,430.00
5	cu. yds.	Trench Excavation, Unclassified	$ 3.00		15.00
6,500	cu. yds.	General Excavation, Unclassified	0.60		3,900.00
6,000	yd. stas.	Short Overhaul	0.025		150.00
2	C-yd.stas.	Long Overhaul	0.20		0.40
40	lin. ft.	12" Concrete Pipe	3.50		140.00
500	cu. yds.	Salvaging Surfacing Materials	1.50		750.00
800	cu. yds.	Hauling and Placing Base Course Surfacing	1.50		1,200.00
310	cu. yds.	Hauling and Placing Top Course Surfacing	1.50		465.00
40	M-gals.	Sprinkling	3.00		120.00
		Subtotal			$10,170.40
		10% Engr. & Cont.			1,017.04
		Total			$11,187.44

Ojalla Bridge (Sta. 779+44.66 to 782+40.0)

All Required		Shoring, Cribbing, Etc.		$ 720.00
180	cu. yds.	Structural Excavation	$ 3.00	540.00
15	cu. yds.	Structural Excavation Below Elevation Shown	10.00	150.00
369	cu. yds.	Class "A" Concrete	42.00	15,330.00
68,400	lbs.	Metal Reinforcement	0.06	4,104.00
350,000	lbs.	Structural Steel	0.13	45,500.00
610	lin. ft.	Handrail	8.50	5,185.00
All Required		Provision for Traffic, Etc.		7,400.00
				$78,929.00

Fuller Bridge (Sta. 896+66.21 to 900+13.41)

All Required		Shoring, Cribbing, Etc.		$ 900.00
230	cu. yds.	Structural Excavation	$ 3.00	750.00
28	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
520	cu. yds.	Class "A" Concrete	42.00	21,840.00
95,000	lbs.	Metal Reinforcement	0.06	5,700.00
350,000	lbs.	Structural Steel	0.125	43,750.00
724	lin. ft.	Handrail	8.00	5,792.00
All Required		Provision for Traffic, Etc.		7,600.00
				$ 86,532.00

Subtotal	$165,461.00
10% Engr. & Cont.	16,546.10
Total	$182,007.10

Length of Roadway	0.224 mile
Length of Bridges	0.122 mile
Total Length	0.346 mile
Cost per mile, Roadway	$49,943.92

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 11,187.44	$ 6,490.00	$ 4,697.44
Bridges	182,007.10	105,570.00	76,437.10
	$193,194.54	$112,060.00	$81,134.54

State-owned Materials in Stockpile (Nonparticipating)
(Contract No. 2740)

1,200	cu. yds.	3" - 0" Crushed Rock in Stockpile	$ 2.45	$ 2,940.00
400	cu. yds.	3/4" - 0" Crushed Rock in Stockpile	2.60	1,040.00
				$ 3,980.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1929; Chap. 329, laws 1939
State Funds for Maintenance: Chap. 329, laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-204 (3)

YELLER AND OJALLA BRIDGE

ON THE SILETZ HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 7, 1946

Roadway (Sta. 782+40 to 785+00)(Sta. 892+00 to 904+75)

		Clearing and Grubbing		$ 300.00
All Required		Trench Excavation, Unclassified	$ 3.00	85.00
5	cu. yds.	General Excavation, Unclassified	0.50	3,250.00
6,500	cu. yds.	Short Overhaul	0.03	180.00
6,000	yd. stas.	Long Overhaul	1.00	2.00
2	C-yd. stas.	12" Concrete Pipe	2.50	100.00
40	lin. ft.	Salvaging Surfacing Materials	1.00	500.00
500	cu. yds.	Hauling and Placing Base Course Surfacing	1.25	1,000.00
800	cu. yds.	Hauling and Placing Top Course Surfacing	1.25	387.50
310	cu. yds.	Sprinkling	3.00	120.00
40	M-gals.			
		Subtotal		$ 6,064.50
		10% Engr. & Cont.		606.45
		Total		$ 6,670.95

Yaquina Bridge (Sta. 779+44.46 to 782+40.0)

All Required		Shoring, Cribbing, Etc.		$ 1,000.00
180	cu. yds.	Structural Excavation	$ 5.00	900.00
15	cu. yds.	Structural Excavation Below Elevation Shown	10.00	150.00
365	cu. yds.	Class "A" Concrete	38.00	13,870.00
68,400	lbs.	Metal Reinforcement	0.065	4,446.00
350,000	lbs.	Structural Steel	0.13	45,500.00
610	lin. ft.	Handrail	8.00	4,880.00
All Required		Provision for Traffic, Etc.		3,500.00
				$74,246.00

Fuller Bridge (Sta. 896+66.23 to 900+18.41)

All Required		Shoring, Cribbing, Etc.		$ 1,000.00
250	cu. yds.	Structural Excavation	$ 5.00	1,250.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
520	cu. yds.	Class "A" Concrete	38.00	19,760.00
93,000	lbs.	Metal Reinforcement	0.065	6,173.00
350,000	lbs.	Structural Steel	0.13	45,500.00
724	lin. ft.	Handrail	8.00	5,792.00
All Required		Provision for Traffic, Etc.		1,000.00
				$ 83,677.00
		Subtotal		$157,923.00
		10% Engr. & Cont.		15,792.30
		Total		$173,715.30

Length of Roadway	0.224 mile
Length of Bridges	0.122 mile
Total Length	0.346 mile
Cost per mile, Roadway	$29,781.82

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 6,670.95	$ 3,847.00	$ 3,648.95
Bridges	173,715.30	89,153.00	84,562.30
	$180,386.25	$93,000.00	$87,386.25

State-owned Materials in Stockpile (Non-participating)
(Contract No. 2740)

1,200	cu. yds.	3" - 0" Crushed Rock in Stockpile	$2.45	$2,940.00
400	cu. yds.	3/4" - 0" Crushed Rock in Stockpile	2.60	1,040.00
				$3,980.00

...SSIONERS
...INFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON STATE HIGHWAY DEPARTMENT

OREGON
STATE HIGHWAY COMMISSION

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

PRICE AGREEMENT

APPROVAL TO EXTRA WORK AND EXTRA MATERIAL

July 24, 1946

Project Name Fuller Bridge and Ojalla Bridge — Date May 29, 194[illegible]

Highway Siletz Secondary — Contract No. 2714

County Lincoln — Prefix 171-1217

Contractor Tom Gillihan — F. A. Project No. S-204 (3)

Address [illegible] — Price Agreement No. 1

For the [illegible] work or extra material to be performed or furnished under the contract above referred to the contractor agrees to accept the prices given herein. Understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Mr. T. E. Davis, District Engineer
[illegible] Highway Administration
P. O. Box 3900
Portland 8, Oregon

Work to be done: Dear Sir:

Install 6 inch Metal Drain Pipe 3 feet below subgrade in order to stabalize subgrade.

Subjects: Fuller and Ojalla Bridges
S-204 (3)

Locations by station numbers: Herewith copies of Price Agreement No. 1 on the above project. This covers the installation of metal drain pipe in the subgrade [illegible] a spring which was found during the construction of the roads. This price agreement was discussed with you by telephone some time ago, and there was considerable question as to the price to be paid for such backfill. You will note that this has been cancelled on these work orders, and we have made arrangements to get the work on [illegible] agreement basis covered by our Order for Extra Work No. 2 [illegible]

Names of pay items, quantities and unit prices:

6	[illegible] Metal Drain Pipe Two, Coated	1 each at 9.25	9.00
6	[illegible] Metal Drain Pipe Two, Coated	1 each at 9.25	9.00

Very truly yours,

Verbally approved by Tom Davis.

G. S. Paxson
Bridge Engineer

Specifications, basis of measurement and other provisions:

[illegible] and Contract Agreement for Highway Bridge Construction. Division [illegible] Subparagraph b.
J. V. Hall

Attached

INSTRUCTIONS

After the signature of the contractor has been obtained [illegible] six copies [illegible] are to be taken [illegible]. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the District Engineer and the Bridge Engineer.

Total Original Authorization	134,154.48
Total Authorization to date	134,154.48
Authorization This Agreement	

Submitted by: J. G. Carleton (signed) Resident Engineer

Signed: Tom Gillihan [illegible] Contractor

Approval Recommended: P. D. Lucas (signed)

Approval Recommended: G. S. Paxson (signed)

R. H. Baldock (signed)
State Highway Engineer

STATE PRINTING DEPT.

OREGON STATE HIGHWAY DEPARTMENT

COPY

PRICE AGREEMENT

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Miller Bridge and Ojalla Bridge ..... Date May 23 ....., 194[illegible]

Highway Siletz Secondary ..... Contract No. [illegible]

County Lincoln ..... Prefix [illegible]

Contractor Tom Lillebo ..... F. A. Project No. [illegible]

Address Newport, Oregon ..... Price Agreement No. 1

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Install 6 inch Metal Drain Pipe 3 feet below subgrade in order to stabilize subgrade.

Locations by station numbers:

Station 592+85 to 593+65.

Names of pay items, estimated quantities and agreed prices:

6 inch Perforated Metal Drain Pipe, Coated 150 lin.ft. at 1.55# 232.50
6 inch Perforated Metal Drain Pipe Tee, Coated 1 each at 9.00= 9.00

Verbally approved by Tom Davis.

Specifications, basis of measurement and other provisions:

Specifications and Contract Agreement for Highway Bridge Construction. Division 1, Section 4, Paragraph 6.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

Total Original Authorizations . . . . . $ 198,155.40

Total Authorizations to Date . . . . . $ 198,155.40

Additional Authorization Requested . . . $ .....

Submitted by: J. G. Carlson (signed) ..... Resident Engineer

Signed: Tom Lillebo (signed) ..... Contractor

Approval Recommended: F. D. Bacon (signed) ..... Division Engineer

Approval Recommended: G. S. Paxson (signed) ..... Construction—Bridge—Engineer

Approved: R. H. Baldock (signed) ..... State Highway Engineer

STATE PRINTING DEPT.

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MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON STATE HIGHWAY DEPARTMENT

ORDER FOR EXTRA WORK

OREGON
STATE HIGHWAY COMMISSION

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. S. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

June 7, 1946

Project Name Ojalla Bridge and ... Date 23 May 1946

Highway Siletz Secondary ... Contract No. 2774

County Lincoln ... F. A. Project No. S 204 (3)

Contractor Tom Littlebo ... Order No. 2

Address ~~Public Roads Administration~~
~~P. O. Box 3900~~
~~Portland 2, Oregon.~~

The following ... Extra Work to be performed and paid for in accordance with the terms of contract ...

Description of work to be done:

~~Attention: Mr. T. H. Davis~~
~~District Engineer~~

Haul and place rock backfill around 6 inch metal drain pipe.

Gentlemen:

Subject: Fuller and Ojalla Bridges
over Siletz River, S-204 (3)

Herewith copies of Order for Extra Work No. 2 covering hauling and placing rock backfill around six-inch metal drain pipe on above project.

Quantity by Station ...
Station ... to ...

Quantity and ...

1 1½-2 Gravel	½ hr.	1 Grader	½ hr.
2 1½ Ton Trucks	½ hr.	2 Truck drivers	½ hr.
		other	15 hr.

Very truly yours,

Subject to O.K. on ... rates.

G. S. Paxson
Bridge Engineer

Explanation ... for Extra Work ... conditions which cause this work to be classed as extra work:

~~CAP OH~~

~~Mr. H. A. Barnes~~
~~J. H. Bath~~ ←

This ... Agreement No. 2 on which we were unable to ... prices for furnishing and placing 32 cu. yd. of ...

~~Attached~~

... original estimate	$ 108,257.40
...	108,257.40
...	---
...	

Recommended ... (sgd.) ... P. S. Paxson (sgd.)

Approved ... (sgd.) ... (sgd.)

...—11-36.

OREGON STATE HIGHWAY DEPARTMENT

ORDER FOR EXTRA WORK

COPY

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Ojalla Bridge and Fuller Bridge Date, 23 May, 1946

Highway Siletz Secondary Contract No. 2774

County Lincoln F. A. Project No. S 204 (3)

Contractor Tom Lillebo Order No. 2

Address Reedsport, Oregon

The following work is hereby classified as "Extra Work," to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Haul and place Rock Backfill around 6 inch metal drain pipe.

Location by station numbers:

Station 892+85 to 893+65.

Estimate of quantities and cost:

1 10-B Shovel	½ hr.	1 Shovel Operation	½ hr.
2 1½ Ton Truck	½ hr.	2 Truck drivers	½ hr.
		Labor	15 hr.

Subject to O.P.A. ceiling rates.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This is to supplement Price Agreement No. 1 in which we were unable to obtain a satisfactory price for furnishing and placing 20 cu. yd. of Rock Backfill.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit six copies of the order to Salem. After approval of the order by the state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Total Original Authorizations	$ 198,155.40
Total Authorizations to Date	$ 198,155.40
Additional Authorization Requested	$ —
Additional Authorization Approved	$

Submitted by: J. C. Carleton (sgd.) — Resident Engineer

Approval Recommended: G. S. Paxson (sgd.) — Construction Engineer

Approval Recommended: F. D. Eason (sgd.) — Division Engineer

Approved: R. H. Baldock (sgd.) — State Highway Engineer

STATE PRINTING DEPT.

...FIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
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MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

May 3, 1946

Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Gentlemen:

Subject: Fuller and Ojalla Bridges over Siletz River
S 204 (3)

Herewith six copies of Extra Work Order No. 1 for constructing the right of way fence adjacent to the Otto M. Larson property at the Ojalla Bridge site.

Very truly yours,

G. S. Paxson
Bridge Engineer

WAR:BLH

Enclosure

cc. E. A. Reeves
J. W. Nash

OREGON STATE HIGHWAY DEPARTMENT

ORDER FOR EXTRA WORK

COPY

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Ojalla Bridge and Fuller Bridge Date, 17 April 46, 193...

Highway Siletz Secondary Contract No. 2774

County Lincoln F. A. Project No. S 204 (3)

Contractor Tom Lillebo Order No. 1

Address Reedsport, Oregon

The following work is hereby classified as "Extra Work," to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Fense right of way adjacent to the property of Otto M. Larsen.

Location by station numbers:

Station 781+75 to 786+15.8

Estimate of quantities and cost:

32 hours labor

28 rods woven wire fence
5 lb. staples
2 lb. nails
1 pr. 10" strap hinges
40 cedar posts and braces
75 FBM lumber

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The above is a part of the agreement of a real estate option for the land necessary to rebuild the Ojalla Bridge.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit six copies of the order to Salem. After approval of the order by the state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

G. S. Paxson (sgd.)
Bridge Engineer

Total Original Authorizations . . . . . $.....

Total Authorizations to Date . . . . . $.....

Additionnl Authorization Requested . . . $.....

Additional Authorization Approved . . . $.....

Submitted by: J. C. Carleton (sgd.)
Resident Engineer

Approval Recommended: F. D. Mason (sgd.)
Division Engineer

Approval Recommended: H. G. Smith (sgd.)
Construction Engineer

Approved: C. H. McCullough (sgd.)
State Highway Engineer

STATE PRINTING DEPT.

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

January 18, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence today in the award of contract on Oregon S-204(3), the Ojalla and Fuller Bridges on the Siletz Highway, to Tom Lillebo, Reedsport, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 23 1946
OREGON
STATE HIGHWAY COMMISSION

January 8, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of proposal bid sheet number 1 for the Ojalla and Fuller Bridges, Project No. S-204 (3), which sheet shows the corrected amount of 9,500 cubic yards for "General Excavation, Unclassified."

These copies were inadvertently overlooked when submission of revised estimate and plan sheets were submitted to you yesterday.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

January 7, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of revised estimate to accompany plans and specifications for the Ojalla and Fuller Bridges, Project No. S-204 (3) in which estimate the item of "General Excavation, Unclassified" has been corrected to 9,500 cubic yards.

Sheets numbers 2 and 4 of the plans have likewise been corrected and six blue line copies of each are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

NOTED
W. A. REEVES

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

January 2, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-204(3), the Fuller and Ojalla Bridges over the Siletz River on the Siletz Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 4 1945
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Mr. Baldock

ROW OK

December 21, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Ojalla and Fuller Bridges, Project No. S-204(3).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

The surfacing materials for this project are being secured from State-owned stockpiled materials, which were produced under Contract No. 2740, Roots Creek-Siletz Section, Federal Access Road Project No. DA-SW 93(1). This procedure appears desirable because of the expense of setting up a plant to produce the small quantity of materials required would result in the cost being excessive. Accordingly, it is our request that the use of the stockpiled materials be approved.

The estimated cost of delivering the materials to the project, based on an average haul of five miles at $0.15 per cubic yard mile is $0.75 per cubic yard. No cooperation is being requested on the original cost of the materials.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWW:GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-204 (3)

KELLER AND OJALLA BRIDGES ON THE SILETZ HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 20, 1945

Roadway (Sta. 752+40 to 785+00) (Sta. 892+00 to 904+75)

All Required	Clearing and Grubbing		$ 500.00
5 cu. yd.	Trench Excavation, Unclassified	$ 5.00	25.00
8,000 cu. yd.	General Excavation, Unclassified	.50	4,000.00
6,000 yd. sta.	Short Overhaul	.03	180.00
2 C yd. sta.	Long Overhaul	1.00	2.00
40 lin. ft.	12" Concrete Pipe	2.50	100.00
500 cu. yd.	Salvaging Surfacing Materials	1.00	500.00
800 cu. yd.	Hauling & Placing Base Course Surfacing	1.25	1,000.00
310 cu. yd.	Hauling & Placing Top Course Surfacing	1.25	387.50
40 M-gal.	Sprinkling	3.00	120.00
		Subtotal	$ 6,814.50
		10% Engr.&Cont.	681.45
		Total	$ 7,495.95

Siletz Bridge (Sta. 779+44.46 to 782+40.3)

All Required	Shoring, Cribbing, Etc.		$ 1,000.00
180 cu. yd.	Structural Excavation	$ 5.00	900.00
15 cu. yd.	Structural Excavation Below Elevation Shown	10.00	150.00
365 cu. yd.	Class "A" Concrete	38.00	13,870.00
68,400 lbs.	Metal Reinforcement	.065	4,446.00
350,000 lbs.	Structural Steel	.13	45,500.00
610 lin. ft.	Handrail	8.00	4,880.00
All Required	Provision for Traffic, Etc.		3,500.00
			$ 74,246.00

Fuller Bridge (Sta. 896+66.21 to 900+18.41)

All Required	Shoring, Cribbing, Etc.		$ 1,000.00
250 cu. yd.	Structural Excavation	$ 5.00	1,250.00
20 cu. yd.	Structural Excavation Below Elevation Zero	10.00	200.00
520 cu. yd.	Class "A" Concrete	38.00	19,760.00
95,000 lbs.	Metal Reinforcement	.065	6,175.00
350,000 lbs.	Structural Steel	.13	45,500.00
All Required	Provision for Traffic, Etc.		4,000.00
724 lin. ft.	Handrail	8.00	5,792.00
			$ 83,677.00

Subtotal	$157,923.00
10% Engr.& Cont.	15,792.30
Total	$173,715.30

Length of Roadway	0.224 mile
Length of Bridges	0.122 mile
Total Length	0.346 mile
Cost per mile, Roadway	$33,464.06

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid	State
Roadway	$ 7,495.95	$ 3,847.00	$ 3,648.95
Bridges	173,715.30	89,153.00	84,562.30
	$181,211.25	$93,000.00	$ 88,211.25

State-owned Materials in Stockpile (Non-participating) (Contract No. 2470)

1,200 cu. yd.	3" - 0" Crushed Rock in Stock Pile	$ 2.45	$ 2,940.00
400 cu. yd.	3/4" - 0" Crushed Rock in Stock Pile	$ 2.60	1,040.00
			$ 3,980.00

FULLER AND OJALLA BRIDGES

PROJECT NO. S-204 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 20, 1945

RECEIVED
JUL 18 1946
FOR FILING
S-204(3)

Division 8

NOTED
State Highway Engineer

July 16,,1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Shop plans for the Fuller and Ojalla Bridges, Oregon S-204(3), have been received direct from Poole and McGonigle, fabricators, in accordance with your arrangement with them. The plans as revised meet with our approval.

Very truly yours,

T. H. DAVIS
District Engineer

By H. A. STODDART
Senior Highway Engineer

RECEIVED
JUL 17 1946
OREGON
STATE HIGHWAY COMMISSION

Original sent to Paterson

RECEIVED
JUN 8 1946
FOR FILING

S 204-3

June 5, 1946

Poole & McConigle Steel Co.
6330 Northeast Halsey Street
Portland 13, Oregon

Attention: F. W. Gast, Office Mgr.

Dear Sir:

We have your request of the 4th for one set of plans for the Ojalla and the Fuller bridges located on the Siletz Secondary Highway in Lincoln County.

These plans are being forwarded under separate cover but in as much as the Commission does not make a charge for plans necessary to the construction of such bridges we are returning, herewith, your check, No. 203, in the amount of $2.00 and drawn on the United States National Band of Portland, which check you submitted in payment for these plans.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

RE:dr
Enc.

3281

POOLE & McGONIGLE STEEL CO.

Structural and Reinforcing Steel

BOAT SPIKES • BOLTS AND RIVETS • ETC.

Office and Works
6330 NORTHEAST HALSEY STREET
PORTLAND 13, OREGON

June 4, 1946

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We enclose herewith our check in the amount of $2.00 for which may we kindly ask that you send us one set of plans of the Ojalla and Fuller Bridges.

Thanking you, we are

Yours very truly,

POOLE & McGONIGLE STEEL CO.

F.W. Gast, Office Mgr.

FWG/H

RECEIVED
JUN 5 1946
OREGON
STATE HIGHWAY COMMISSION

All agreements contingent upon strikes, accidents, and other causes beyond our control. Prices subject to change without notice.
Also subject to the approval of our treasurer as to credit.

RECEIVED
JUN 29 1946
FOR FILING

S 204-3

Division 8

June 26, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

Reference is made to the shop plans for the structural steel submitted to this office by Poole and McGonigle for the Fuller and Ojalla bridge, Oregon project S 204(3). We have reviewed these plans and find them satisfactory.

NOTED
H. W. LIBBY

Very truly yours,

W. M. Lynch,
Division Engineer

Original signed by W. M. Lynch

RECEIVED
JUN 28 1946
OREGON
STATE HIGHWAY COMMISSION

Form E-1—SM—6-44

S-204(3)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 23, 19 46

Section Cedar Creek- Silets

Highway Silets

Contractor

Date of contract ....., 19.....

Date work started ....., 19.....

Amount of contract . . . . . $.....

Estimated cost of completed project, exclusive of engineering . . . . . $.....

Per cent of contract completed, based on total contract price . . . .%

Engineering cost to date, $....., ...%

Kind of work Bridge Construction

Section prefix 121-1017

Contract number 2774

Date of completion ....., 19.....

Estimated date of completion ....., 19.....

Per cent of time elapsed .....%

Date project was completed ....., 19.....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Field crew of three men helping bridge Engineer Carlton stake bridges, two days.

For contractors operations see bridge Engineer Carlton's report.

NOTED
H. W. LIBBY

RECEIVED
MAR 25 1946
OFFICE OF
CONSTR'N

MAR 25 1946

Signed S.F.Walters, Res. Engineer.

Address by L. N. Dow Transitman.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
FEB 18 1946
FOR FILING

S 204-3

February 14, 1946

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2774 which was awarded to you on January 16, 1946 by the State Highway Commission, covering the construction of the Fuller and Ojalla Bridges over the Siletz River in Lincoln County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ss

RECEIVED
FEB 18 1946
FOR FILING

NOTED

S-204-3

Division 8

February 14, 1946

Mr. R. E. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following comments have been received from our Western Headquarters regarding the design of the Fuller and Ojalla bridges, Oregon S-204(3).

1. We find the $\frac{s}{l}$ ratio of all web members (except the hip vertical) exceeds the specification limit, especially for member U3L4 where we find a slight reversal of stress.

2. Member U1L2 is overstressed to approximately 20,000 pounds per square inch.

3. It is noted on the stress sheet that the live load stresses in the top chord decrease toward the center of the span. We obtain higher live load stresses in both chords than shown on the stress sheet, although the indicated members are satisfactory for the greater stresses. The use of 7/16 inch angles in the bottom chord is questionable in that this size is not now rolled except on special order. It is suggested that 15-inch channels would have been a better section, in that no increase in tonnage would be involved and fabrication would be decreased.

4. The sidewalk bracket will require a revision in that Section AA on drawing 8274 shows a 9-inch over-all width passing into the 8-inch clearance in the verticals.

5. In the approach spans we suggest negative girder steel in the end bents and at the ends of the column bents. In the tabulation of moments shown on drawing 8272, the moments in spans B and C on either side of the hinge should be identical.

Original referred to
J. Paxson

FOR FIRING
FEB 18 1946
RECEIVED

Baldock February 14, 1946

Mr. Tarbet will call at your office on Monday, February 18 to discuss the above comments as well as a number of other projects on which questions have arisen.

Very truly yours,

T. M. Davis
District Engineer

RECEIVED
FOR FILING

S-204 (3)

January 26, 1946

#3774

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2774, which was awarded to you by the State Highway Commission on January 18, 1946, covering Fuller Bridge and Ojalla Bridge over the Siletz River, in Lincoln County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

gl

Sent by Express 1-26-46 JK

Recorded

RECEIVED
JAN 23 19[illegible]
FOR FILING

S-204 (2)

January 21, 1946

#2774

Mr. Tom Lillebo
Reedsport
Oregon

Dear Mr. Lillebo:

The State Highway Commission, on January 18, 1946, awarded you the contract for construction of two bridges over the Siletz River on the Siletz Secondary Highway, in Lincoln County. This award was based on your low bid of $180,141.40, submitted on that date.

Contract forms will be sent to you forrexecution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glafsyer
Secretary

cc

RECEIVED
JAN 24 1946
FOR FILING
S-204(3)

January 8, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of proposal bid sheet number 1 for the Ojalla and Fuller Bridges, Project No. S-204 (3), which sheet shows the corrected amount of 9,500 cubic yards for "General Excavation, Unclassified."

These copies were inadvertently overlooked when submission of revised estimate and plan sheets were submitted to you yesterday.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

RECEIVED
JAN 15 1946
FOR FILING

S-204-3

January 7, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of revised estimate to accompany plans and specifications for the Ojalla and Fuller Bridges, Project No. S-204 (3) in which estimate the item of "General Excavation, Unclassified" has been corrected to 9,500 cubic yards.

Sheets numbers 2 and 4 of the plans have likewise been corrected and six blue line copies of each are being sent under seperate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

RECEIVED
JAN 5 1946
FOR FILING

S 204-B

Division 8

NOTED
State Highway Engineer

January 2, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.E.A S. documents for Oregon Federal Aid Secondary Proj. No. S-204(3), the Fuller and Ojalla Bridges over the Siletz River on the Siletz Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

Original sent to Sec. Project

RECEIVED
JAN 4 1946
FOR FILING

S 204-3

December 31, 1945

Mr. T. E. Davis
District Engineer
Public Roads Administration
P. O. Box [illegible]
Portland, [illegible], Oregon

Dear Sir:

No landscape work other than cutbank rounding is planned for the Miller and Ojalla Bridge project -- Project No. S-204 (3) -- as the nature of the terrain traversed and the volume of traffic served do not, in our opinion, warrant an expenditure for that purpose.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GLD

FAS 204 - C

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE
Division 8

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 31 1945
FOR FILING

RECEIVED
DEC 28 1945
POST OFFICE BUILDING
PORTLAND, OREGON
OFFICE OF
CONSTRUCTION ENGINEER

December 26, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of P.S.& E. for Oregon FAS 204(3), the Ojalla and Fuller Bridges over the Siletz River.

The grade line shown at the south end of the Fuller Bridge between Station 900 and 905 is believed inconsistent with the substantial nature of the project, as it introduced such a short dip into the grade line. It is believed that by raising the grade 7 or 8 feet at the maximum point would result in a substantial improvement at a reasonable cost. Consideration of this proposal and revision of the plans will be appreciated.

Very truly yours,

T. M. DAVIS
District Engineer.

Grade line changed as requested.
Revised plans submitted Dec. 29

RECEIVED
DEC 27 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 27 1945
FOR FILING

S 204-3

December 21, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Ojalla and Fuller Bridges, Project No. S-204(3).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

The surfacing materials for this project are being secured from State-owned stockpiled materials, which were produced under Contract No. 2740, Roots Creek-Siletz Section, Federal Access Road Project No. BA-EM 93(1). This procedure appears desirable because of the expense of setting up a plant to produce the small quantity of materials required would result in the cost being excessive. Accordingly, it is our request that the use of the stockpiled materials be approved.

The estimated cost of delivering the materials to the project, based on an average haul of five miles at $0.15 per cubic yard mile is $0.75 per cubic yard. No cooperation is being requested on the original cost of the materials.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

22-8301 Halsey-Holley Rock Production
Halsey-Sweet Home Secondary 1946

#2775

RECEIVED
JAN 9 1947
FOR FILING

22-8301

January 8, 1947

Eugene Insurance Agency
322 Miner Bldg.
Eugene
Oregon

ATTENTION: James R.Stevenson

Gentlemen:

Reference to your letter of January 6, 1947 concerning contract No. 2775 with Harrisburg Sand & Gravel Co., for furnishing crushed gravel in stockpiles on the Salsey-Holley Section of the Halsey-Sweet Home Secondary Highway, in Linn County.

We are pleased to inform you that this job was completed on September 7 and accepted by the Highway Commission on December 30, 1946. The final warrant was mailed to the above contractor on January 5, 1947, in fulfillment of the notice furnished you under date of November 1, 1946. This completes the contract and the bond can be retired as far as we are concerned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H.R.Glaisyer
Secretary

gl

EUGENE INSURANCE AGENCY

WALTER M. RANSOM JAMES R. STEVENSON RAY SIEGENTHALER

Representing GENERAL AMERICA COMPANIES Insurance

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA

TELEPHONE: 198
27 EAST BROADWAY
EUGENE, OREGON

NOTED
P. E. DAVIES
1-7-47
Ralph
Is yours?

January 6, 1947

Oregon State Highway Comm.
Salem, Oregon

Att:H. B. Glaisyer

Re:Contract #2775
Harrisburg Sand & Gravel Co.

Gentlemen:

We have a b nd for the above assureds which needs to be rēnewed on the 25th. of January. I would appreciate it very much if you would let us know if the contract is still in effect or if it has been completed. If it has been completed we would appreciate formal word to taht affect in order that we may retire the bond.

Very truly yours,

EUGENE INSURANCE AGENCY

By: J. R. Stevenson

jrs

RECEIVED
JAN 7 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 7 1946
FOR FILING

22-8301

November 6, 1946

Harrisburg Sand and Gravel Co.
E. Second Street
Harrisburg, Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 29, 1946, granted you the extension of time requested, from July 31, 1946 to September 7, 1946, without penalty, in connection with contract No. 3775 for crushed gravel in stockpiles in the Halsey-Holley Section on the Halsey-Sweet Home Secondary Highway in Linn County.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

HMcJf
cc - F. D. Hacon

RECEIVED
NOV 6 1946
FOR FILING

22-8301

November 1, 1946

General Casualty Company of America
Eugene Insurance Agency, Agent,
322 Miner Building
Eugene, Oregon

ATT.: Walter M. Ransom

Gentlemen:

You are hereby notified that state highway contract No. 2775 for work on the Halsey-Holley Section of the Halsey-Sweet Home Secondary Highway, in Linn County, has been completed by the contractor, Harrisburg Sand and Gravel Co., and that final payment in the amount of $794.70 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $22,211.55 of which amount $248.70 represents the amount of force account items. This contract was completed on September 7, 1946 but has not as yet been accepted by the Commission, however, we anticipate that it will be accepted at the next regular meeting of the Commission to be held the latter part of this month.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
11-1-46 JS

H. E. Blaisyer
Secretary

HEB:jf

RECEIVED
OCT 4 1946
FOR FILING

22-8301

October 4, 1946

General Casualty Company,
Eugene Insurance Agency, Agent
322 Miner Bldg.
Eugene, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Harrisburg Sand and Gravel Company, on contract No. 2775, covering rock production on the Halsey-Sulley Section of the Halsey-Sweet Home Secondary Highway, in Linn County. This payment, in the amount of $5,688.30, will be made on or after October 14, 1946. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD

10-4-46, JS

RECEIVED
SEP 23 1946
FOR FILING

22-5301

September 20, 1946

Harrisburg Sand & Gravel Company
North Second Street
Harrisburg, Oregon

Gentlemen:

We have received a letter from Chester A. Page, owner of the Brownsville Woolen Mills, advising that the operations of R. O. Dail have filled up his ditch and intake with gravel, and he has suffered a considerable loss, due to the shutting down of his power plant, as well as an unanticipated loss in cleaning out the ditch.

Our specifications are very explicit about muddying streams and require that suitable settling basins, or setups, be provided. I think you or Mr. Dail should discuss this matter with Mr. Page, thoroughly investigate his claim that the ditch has silted up and, if you find it so, estimate the cost of removing the silt.

If there is any question in your mind as to your liability for this, I will be glad to discuss it further, but preparatory to that discussion, I think you should make the investigation suggested.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: R. O. Dail
8919 S. E. Foster Road
Portland 6, Oregon
J. E. Devers
H. O. Smith
F. D. Lucas

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
M. R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

September 11, 1946

REFERRED TO
H C Smith
by Chief Engineer

Mr. R. H. Baldock,

O f f i c e .

Dear Mr. Baldock:

I have before me Mr. Chester A. Page's letter to the Highway Department dated August twelfth and Mr. Benedict's letter to Mr. Eason and Mr. Smith's letter to me, all of which have to do with a complaint lodged by the Brownsville Woolen Mills concerning results growing out of the dredging of materials from the Calapooya River by our contractor R. O. Dail. Two results are emphasized: (a) reduction in the flow of water; and (b) muddying of the water.

It appears that both the City of Brownsville and the Brownsville Woolen Mills have been utilizing water from the stream and it appears that both are affected by the conditions which Mr. Page says grow out of the dredging operations. There is some question, however, as to whether or not the reduction in flow and quantity of water is chargeable to the contractor's operations. There seems, however, to be no question about the muddying or coloring of the water. Mr. Smith has asked that I advise you with respect to the State's obligations.

I presume if the contractor is liable then we are liable for the reason that we have authorized the contractor to get materials from the bed of the stream.

If the use of the water by the Brownsville Woolen Mill and by the City is a legitimate use, then I am of the opinion that for any interference with that use or impairment of the use either by the State or its contractor the City and the Brownsville Woolen Mill can complain. It is true that in our contract we have a provision with respect to "muddying of streams", but in that provision we say to the contractor that he "shall exercise the greatest possible degree of care to avoid roiling or muddying up of streams either by disturbance of the stream bed or stream banks or by the flushing or depositing therein of foreign materials or earthy matter." The contractor may say that in the conduct of his work he is "exercising the greatest possible degree of care."

Mr. R. H. Baldock September 11, 1946

I think that would not be a complete answer for we also say to him that he must provide suitable settling basins if such basins are necessary to correct the situation now complained off.

I suggest, therefore, that this situation be discussed with the contractor along the line of his obligations under the contract provision "muddying of streams".

Yours very truly,

J. M. DEVERS

JMD:PW

cc H. G. Smith

RECEIVED
SEP 12 1946
OFFICE OF
CONSTR... ENGINEER

FORM E-20 2M 7-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Albany, Oregon
August 21, 1946

SUBJECT:

To: Mr. F.D. Mason,
Division Engineer,
Salem, Oregon.

AUG 22 1946

L

Dear Sir:

On Monday, Aug. 19th, I contacted Mr. Chester A. Page of the Brownsville Woolen Mills concerning the muddying of the Calapooya River by R.O. Dail's operations, as outlined in your letter of Aug. 17th.

Mr. Page's complaint relative to the discontinuance of water wheel operation concerns the silting-up of his headworks, possibly a half mile downstream from the site of Dail's operations. It appears to me that the silting condition does exist. Mr. Page says that both the Woolen Mills and the City of Brownsville ordinarily operate water wheels at this stage of the river, but that because of a shortage of water, the mill has discontinued its water wheel in deference to the City, and is using only wash water. The $2400 is an estimate of the additional cost of steam power over water.

The Woolen Mill also contends that because of the muddy water, they have been obliged to blow the dust out of their blankets before packing them for shipment.

The day I was there, the water appeared very roilly at the headworks, but was only cloudy at the mill. The dam leaks badly and is letting a large quantity of water thru, but is up to spillway level. According to Mr. Page, there is about 2 feet of silt in the bottom of the intake ditch which cuts down the flow of water thru his headgate.

R.O. Dail has been dragging gravel out of the river bed. At the present time, they are taking gravel from well outside the normal channel of the river, but have directed the current thru their operations to accomplish some primary washing as the material is dragged in to the plant. The portions washed out are mostly silt and light material which undoubtedly travels a considerable distance in the stream.

Harrisburg Sand and Gravel Co. have not put in a plant above Brownsville as contemplated last Spring and, if they had, would be below the Woolen Mill's dam. The County pit plant is far enough upstream that it does not seem to bother them. The dragline operation a quarter mile upstream from Dail's plant has not been in operation since last Spring, and operated on a one truck, one load at time basis.

Very truly,

A V Benedict.

A.V. Benedict

Lee. 212

CHESTER A. PAGE, OWNER

BROWNSVILLE WOOLEN MILLS

MANUFACTURERS OF ALL KINDS OF WOOLEN FABRICS

BROWNSVILLE, OREGON

RECEIVED
AUG 15 1946
OFFICE OF
CONSTR. ENGINEER

Aug.12,1946

Highway Dept.,
Salem
Oregon

Dear Sirs:

You have a gravel pit working on State Contract between Brownsville and Crawfordsville,R.O.Dale Contractor,that is ruining our water power this summer at the Brownsville Woolen Mills.

The intake for our mill ditch fills up with sand about as fast as we can dig it out,and we have had to disconnect our water wheel,and run altogether on our motors.It also has riled up the river so badly that the water is hardly fit to wash our wool and cloth in,and is totally unfit for our boiler.

The writer personally has gone up to the intake and tried to keep it dug out,and the water works has been up there and dug it out also,as the water works runs on water power.

You can sit down in the water in the intake and feel the sand washing against you.

This is not only filling up the intake but will fill up our ditch all the way to the mill.

We realize that the Highway Dept.,needs gravel and sand for road purposes,but we also feel that they should realize the damage the gravel pit is doing,and the extra expense it is causing.

We will probably have to get a shovel in the ditch to dig it out from the mill to the dam,and the last time that was done it cost $1200,and to-day would probably cost twice that amount.

If you have one of your engineers come to Brownsville we will look over the situation with him.

Very truly yours,
Chester A. Page

RECEIVED
AUG 13 1946
OREGON
STATE HIGHWAY COMMISSION

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			11,600		
Estimated quantities moved or placed to date			11,600		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			9		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1

Compressors ....., Bulldozers 1, Sheep-foot rollers ....., ..., ..., Trucks 3

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	"		
Tuesday	Cloudy		
Wednesday	"		
Thursday	Showers		
Friday	Clear		
Saturday	"		

SEP 13 1946

STATE PRINTING DEPT.

RECEIVED

FOR FILING

22-8301

Salem, Oregon
April 26, 1946

Mr. E. G. Smith
Construction Engineer
Office

Dear Sir:

We are handing you herewith two copies of the agreement between Harrisburg Sand and Gravel Company and E. O. Dail covering the subletting of certain portions of Contract No. 2775 with the State Highway Commission.

The original copy of this agreement has been filed in the contract.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

MMM
Encl. - 2
cc - E. M. Probert

FORM E-30 2OM 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1946

SUBJECT:

To:

Mr. C. B. McCullough

We hand you, herewith, an extra copy of the agreement between Harrisburg Sand and Gravel Co. and R. O. Dail covering the subletting of certain portions of Contract No. 2775 with the State Highway Department.

perhaps forward to H Schmidt.

This copy is for handling as you see fit. The original copy of the agreement and the surety company's consent have been filed in the contract.

H H Seavey

Secretary

eo
Attach.

RECEIVED
FOR FILING

22-8301

Salem, Oregon
April 25, 1946

Mr. C. B. McCullough

We hand you, herewith, an extra copy of the agreement between Harrisburg Sand and Gravel Co. and R. O. Dail covering the subletting of certain portions of Contract No. 2775 with the State Highway Department.

This copy is for handling as you see fit. The original copy of the agreement and the surety company's consent have been filed in the contract.

Secretary

cc
Attach.

22-8301

April 16, 1946

Mr. R. C. Dail
Highway Contractor
% Eugene Hotel
Eugene, Oregon

Dear Sir:

Herewith five copies of subcontract agreement prepared by Mr. Devers to be used by the Harrisburg Sand and Gravel Company in subcontracting to you certain parts of the work to be done under its contract with the State Highway Commission to furnish 11,700 cubic yards of crushed gravel in stockpiles on the Halsey-Shelley Section of the Halsey-Sweet Home Secondary State Highway in Linn County.

Two executed copies of this agreement should be returned to us, accompanied by a letter of consent from the General Casualty Company of America, surety on the principal contract.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. HOBBS
Office Engineer

SHH:GKB

CC Harrisburg Sand and Gravel Company,
Harrisburg, Oregon

E. G. Smith
F. D. Mason

Enc.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of April, 1945, by and between the HARRISBURG SAND AND GRAVEL CO., a partnership consisting of Joseph D. Morse, Forrest W. Morse and Wm. F. Morse, hereinafter called the "Contractor", party of the first part, and E. O. DAIL, hereinafter called the "Subcontractor", party of the second part;

W I T N E S S E T H :

RECITALS:

1. The Contractor heretofore entered into a written agreement or contract with the State by which the Contractor undertook and agreed to do and perform certain highway work therein specifically defined, which said contract is a rock production contract identified as Contract No. 2775 in the Highway Commission's files.

2. Said contract called for the accomplishment of six separate, clearly defined items, numbered 1 to 6 inclusive, two of which items the Contractor has performed, which said two performed items are as follows:

Item No.	Item	Unit Price	Amount
5.	Clearing and Grubbing of Stockpile Sites	All Specified	$1,000.00
6.	Leveling of Stockpile Sites For Five Hundred Dollars - Lump Sum	All Specified	500.00

3. The Contractor proposes to sublet to E. O. Dail for accomplishment and performance the remaining four items listed in said Contract No. 2775.

NOW, THEREFORE, based in part on the foregoing recitals of admitted facts and in consideration of the covenants and obligations herein assumed by these parties, it is agreed as follows:

1. State Highway Contract No. 2775 is by this reference, in so far as pertinent and applicable, made a part hereof to the same extent and with like effect as though expressly incorporated and written herein.

2. The Contractor hereby sublets to the Subcontractor for complete and satisfactory performance the following items which are set forth and made a part of said Highway Contract No. 2775:

Item No.	Item		Unit Price	Amount
1.	3/4" - 1/2" Crushed Gravel in Stockpile	4,100 cu. yds.		
	For One Dollar and Fifty Cents	per cu. yd.	$1.50	$ 6,150.00
2.	1/2" - 1/4" Crushed Gravel in Stockpile	3,900 cu. yds.		
	For One Dollar and Fifty Cents	per cu. yd.	1.50	5,850.00
3.	1/4" - 0" Crushed Gravel in Stockpile	3,700 cu. yds.		
	For One Dollar and Fifty Cents	per cu. yd.	1.50	5,550.00
4.	Hauling Crushed Gravel, Pile Measure	22,000 yd. mi.		
	For Fifteen Cents per yd. mi.		0.15	3,300.00

3. The Subcontractor hereby agrees to perform and accomplish within the meaning of and in accordance with all of the terms, provisions and conditions of, and for the consideration specified in, said Highway Contract No. 2775 each and all of the above items.

4. Said Subcontractor shall, when said work has been completed to the satisfaction of the Highway Engineer, accept as full and complete payment therefor a compensation determined by applying to the quantities measured and determined by the State Highway Engineer the appropriate unit price or unit prices given above. In this connection it is understood and

agreed that the quantities for which payment under this contract is to be made shall be the same quantities of like items for which payment is made by the State to the principal Contractor under State Highway Contract No. 2775.

5. All of the work provided for and covered by this subcontract shall be controlled by and performed in accordance with the provisions of said original contract, and said original contract shall in all particulars prevail in the event of variance, controversy or construction of terms as between said original contract and this contract.

6. The consent of the Highway Commission to the subletting of a portion of the work required by and provided for in State Highway Contract No. 2775 shall in nowise relieve the principal contractor of his obligations under said principal contract or relieve his surety to any extent or in any manner, but said original contract and the bond given in support thereof shall remain in full force and effect, notwithstanding such consent.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day and year first above written.

Executed in the presence of:

_____

_____

HARRISBURG SAND AND GRAVEL CO.

By_____

By_____

By_____

Party of the First Part

Executed in the presence of:

_____

_____

_____

Party of the Second Part

JKD:PW
4/16/46

COPY

HARRISBURG SAND & GRAVEL COMPANY
Harrisburg, Oregon

April 8, 1946

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Project- Halsey-Holley Highway
Secondary Contract #2775

R. O. Dail has stated that he would like to complete the above mentioned project, thus taking it off our hands at the bid price awarded us; less the clearing and grubbing which has been completed.

Therefore please be advised as of this date that we wish to turn over the above contract to R. O. Dail for completion.

Very truly yours,
HARRISBURG SAND & GRAVEL

J. D. Morse (signed)
Partner

JDM:MH

R.O. Dail
C/o Eugene Hotel
Eugene

} Send original Sub contract ____ for

Original sent to Mr. Baldock
7-8-46 Smith advised

THIS AGREEMENT, made and entered into this _____ day of _____, 19___ by and between _____, party of the first part, and _____, party of the second part: WITNESSETH:

THAT, WHEREAS, the said party of the first part did, under date of _____, enter into a contract with the State of Oregon through its State Highway Commission for the construction of the following described work, to-wit:

which said contract is known and designated as State Highway Contract No. ____, and which said contract, in so far as it pertains to the work described herein, is hereby expressly made a part of this Agreement as though fully and completely recited herein; and

WHEREAS, under the laws, rulings and regulations governing State Highway construction projects it is necessary that all subcontracts carry the same stipulations, limitations and provisions governing wages, hours of employment, methods of prosecuting work, and all other requirements, limitations and things pertinent thereto as in the principal contract set forth; and

WHEREAS, the said first party now deems it advisable to subcontract a portion of the work included in the said State Highway Contract No. _____ for which the said first party is principal contractor.

NOW, THEREFORE, the premises being in general as above stated, it is hereby contracted and agreed:

It is further expressly stipulated and agreed that the party of the second part will conduct and prosecute the work hereinabove described in a manner satisfactory to the Engineer, and in strict accordance with the plans

and specifications therefor, and that each and every requirement of the said Contract No. _____ governing hours of employment, wage rates, methods of prosecuting the work, and each and every other requirement, stipulation or thing therein set forth and pertinent to the work herein described shall govern the prosecution of the work under this subcontract as though herein fully set forth.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _____, 19__.

_____

By_____

Its_____
Party of the First Part

_____

By_____

Its_____
Party of the Second Part

RECEIVED
APR 1946
FOR FILING

22-8301

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 10th, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

NOTED
State Highway Engineer

L

Dear Sir:

The Harrisburg Sand & Gravel Company, successful bidders on Contract No. 2775, have only an electircal plant which they are unable to set up on our gravel bar as the power company cannot get sufficient material to extend their high tension line that far. We have endeavored to work out a scheme by which they could use their own gravel pit near Brownsville, but have found it impractical on account of the disposition of the reject material.

The company now wishes to assign the contract to R. O. Dail, and I recommend this be done.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ASHED SAND GRAVEL CRUSHED ROCK

Harrisburg Sand & Gravel Company

PHONE 252

Harrisburg, Oregon

April 8, 1946

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Project- Halsey-Holley Highway
Secondary Contract #2775

R. O. Dail has stated that he would like to complete the above mentioned project, thus taking if off our hands at the bid price awarded us; less the clearing and grubbing which has been completed.

Therefore please be advised as of this date that we wish to turn over the above contract to R. O. Dail for completion.

Very truly yours,

Harrisburg Sand & Gravel

J DM: LM

J. D. Morse
Partner

RECEIVED
APR 9 1946
OFFICE OF
STATE ENGINEER

RECEIVED
APP 9 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 30 1946
FOR FILING

228301

March 28, 1946

Harrisburg Sand & Gravel Company
Harrisburg, Oregon

Gentlemen:

Mr. Mason has advised that he has made an inspection of your gravel pit north of Brownsville and is unwilling to recommend that you be permitted to manufacture material from your site to fulfill Contract No. 2775 in lieu of the gravel pit designated. When you were discussing this matter with Mr. Smith and Mr. Mason in Salem, they did not understand the location of your pit or realize that all the reject material, if stored on your ground, would have to be hauled through the town of Brownsville.

Since several conferences have been had in an endeavor to work out a method by which you could operate from your own quarry and since you are unwilling to haul the rejects down to the highway and store them on a convenient site provided by you, it would seem that there is no alternative but for you to go ahead with your contract.

Will you kindly, therefore, arrange to produce the material from the State pit called for in the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. W. D. Mason

RECEIVED
FEB 25 1946
FOR FILING

22-6301

February 20, 1946

Harrisburg Sand and Gravel Co.
E. Second Street
Harrisburg
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2775 which was awarded to you on January 18, 1946, by the State Highway Commission, covering furnishing crushed gravel in stockpiles on the Halsey-Kelley Section of the Halsey-Sweet Home Secondary Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Sent by express 2/20/46
F(

Recorded

Bid bond rtd. 2/21/46
gpa

RECEIVED
FOR FILING

22-8301

January 22, 1946

Harrisburg Sand and Gravel Co.
Harrisburg
Oregon
N. Second Street

Gentlemen:

We are sending you today, by express, four copies of contract No. 2775, which was awarded to you by the State Highway Commission on January 18, 1946, covering the furnishing of crushed gravel in stockpiles on the Halsey-Holley Section of the Halsey-Sweet Home Secondary Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By
H. B. Glaisyer
Secretary

gl

Sent by Express 1-22-46 gl

RECEIVED
JAN 23 1946
FOR FILING

22 - 8301

January 21, 1946

2775

Harrisburg Sand & Gravel Company
Harrisburg
Oregon

Gentlemen:

The State Highway Commission, on January 18, 1946, awarded you the contract for the Halsey-Holley Rock Production Project on the Halsey-Sweet Home Secondary Highway, in Linn County. This award was based on your low bid of $22,350, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

cc

23-8303 Cairo Jct.-Adrian Rock Prod. on Three State Highways 1946

#2776

RECEIVED
MAY 7 1946
FOR FILING

23-8303

May 6, 1946

Maryland Casualty Company,
Hansen & Rowland, Inc., Agents
Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2776 for work on the Cairo Junction-Adrian Section of the Old Oregon Trail, Nyssa-Adrian and Adrian-Parma Highway, in Malheur County, has been completed by the contractor, Newport, Kern & Kibbe, and that final payment in the amount of $361.72 will be made after it has been accepted by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $22,160.50 and that no force account work was performed therein. This contract was completed on April 17,1946 but has not as yet been accepted by the Highway Commission, however, we anticipate that it will be at the meeting to be held the middle of this month.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
5-6-46

H. B. Glaisyer
Secretary

cl

RECEIVED
JUN 4 1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 31, 1946

23-8303

To: Mr. H. E. Glaisyer
O-f-f-i-c-e

SUBJECT: Request for release of warrants on final estimates.

	Vou. #	Cont. #	Est. #	Name	Am't Due	Wt. #	Note
1.	6573	2776	4-Final	Newport, Kern & Kibbe	881.72	289103	ok. R.E.
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

We have your acceptance notice on this contract.

asw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

noted on card 6/2/46 R.E.G.

Approved _____
Secretary

RECEIVED
MAY 1 1946
FOR FILING

23-8303

April 30, 1946

Maryland Casualty Company,
Hansen & Rowland, Inc., Agents
Title & Trust Bldg.,
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Newport, Kern & Kibbe on contract No. 2776, covering rock production on the Cairo Junction-Adrian Section on the Old Oregon Trail, Nyssa-Adrian and Adrian-Parma Highway, in Malheur County. This payment, in the amount of $2,031.58, will be made on or after May 10, 1946. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
4-30-46 gl

Form E-1—SM—6-44

6.

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 30 46, 19

Section Cairo Jct.- Adrian

Kind of work Furnish Maintenance Mtls.

Highway O.C.T. -Nyssa Adrian & Adrian Parma

Section prefix 23-8303

Contractor Newport, Kern & Kibbe

Contract number 2776

Date of contract January 18 1946, 19

Date of completion December 31 1946, 19

Date work started February 15 1946, 19

Estimated date of completion April 30 1946, 19

Amount of contract . . . . . $ 21,880.00

Per cent of time elapsed 20.5 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 21,880.00

Per cent of contract completed, based on total contract price . . . . . 70 %

Engineering cost to date, $ 1000.00, %

Date project was completed 4-17-46, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Crushing operations has continued with excellant progress.

All stockpiles have been completed with the exception of C and D and material is now being placed in these sites. Approximately 6000 C. Y. Has been produced to date.

RECEIVED
APR 1 1946
DISTRICT ENGINEER

H. NOTED
H. W. LIBBY

NOTED
L.A. PEARCE

Signed E. L. Benson

Address Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			8,000		
Estimated quantities moved or placed to date			6,000		
Average daily quantities			133		
Average daily quantities necessary to complete project on time			7		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1

Compressors ....., Bulldozers 1, Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	BOTTOM BAR 1		
Thursday			
Friday	Storm		
Saturday	"		

BOTTOM BAR 4

STATE PRINTING DEPT.

RECEIVED
FEB 25 1946
FOR FILING

23-8303

February 20, 1946

Newport, Korn & Kibbe
7031 N. E. Halsey Street
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, fully executed copies of contracts which were awarded to you on January 18, 1946, by the State Highway Commission, as follows:

Contract No. 2776 covering furnishing crushed material in stockpiles on the Cairo Junction-Adrian Section of the Old Oregon Trail, Nyssa-Adrian and Adrian-Parma Highway.

Contract No. 2777 covering regrading, surfacing and oiling on the Gilliam County Line-Eightmile Section of the Wasco-Heppner Secondary Highway.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. H. Gleiryer
Secretary

gl

Sent by Express 2/20/46
JK

Received Bid bond rtd. 2/21/46
ga

RECEIVED
JAN 23 '46
FOR FILING

23-6303

January 22, 1946

#2776

Newport, Kern & Kibbe
7031 N. E. Halsey Street
Portland 16
Oregon

Gentlemen:

We are sending you today, by express, four copies each of the following contracts which were awarded to you by the State Highway Commission on January 18, 1946:

Contract No. 2776 covering furnishing crushed material in stockpiles on the Cairo Junction-Adrian Section of the Old Oregon Trail, Nyssa-Adrian and Adrian-Parma Highway, in Malheur County.

Contract No. 2777 covering regrading, surfacing and oiling on the Gilliam County Line-Eightmile Section of the Kasco-Heppner Secondary Highway, in Morrow County.

Kindly execute all four copies each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy of each contract will be returned to you for your records and files. We will also send executed copies to the surety on your bond.

Your special attention attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. B. Gladmyer
Secretary

el

Initially approved 1-22-46 G.C

RECEIVED
JAN 23 1946
FOR FILING

January 21, 1946

#2776

Newport, Kern & Kibbe
7031 N. E. Halsey
Portland 16, Oregon

Gentlemen:

The State Highway Commission, on January 18, 1946, awarded you the contracts for the following projects:

Cairo Junction-Adrian Rock Production Project on three state highways, in Malheur County, based on your low bid of $21,880

Gilliam County Line-Eightmile Section of the Wasco-Heppner Secondary Highway, in Morrow County, based on your low bid of $128,520.10

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

S. H. Glairgue
Secretary

cc

S-209(3)	Gilliam Co. Line-Eightmile Sec., Wasco-Heppner Secon. Hwy.	1946
#2777		

FORM E-20 1SM 12-48 27069

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 5th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

W. C. WILLIAMS

Dear Sir:

I am attaching letter from Mr. Chidsey transmitting a bill from the Union Pacific Railroad Company for removing asphalt from the Condon Team Tract at Condon.

I think the Union Pacific should be notified that this bill should be collected from the Newport Construction Company, since there is no reason to involve the Highway Department in it in any way. The Newport Construction Company shipped over the railroad and was their customer, and, although the asphalt was eventually used on the highway, I do not see that we are involved any more than we would be for any other misuse of their property by one of their customers.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 2, 1943

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

Herewith submitting to you a bill from the Union Pacific Railroad Company covering expenses incurred assisting the State to remove asphalt from the Condon Team Track at Condon, Oregon on November 15th, 16th, and 17th of 1943.

From information gathered it appears that the oil was spilled by the Contractor, Ross Newport, while working on the Wasco-Heppner Highway, between the Gilliam County Line and Eightmile. This oil was later cleaned up by the State Maintenance Crew with the assistance of the Railroad Section Crew.

I would recommend that Newport Construction Company be requested to pay the enclosed bill for $90.05 as it is apparent that the removal of this asphalt should be their obligation and not an obligation of the Highway Department.

Very truly yours,

E. F. CHILDSEY
Division Engineer

EFC/mw
enc. 3

RECEIVED

R. H. Baldock

RECEIVED JUL 10 1947 FOR FILING

NOTED State Highway Engineer

July 23rd, 1947

FINAL COST DETAILS

Gillam Co. Line-Eightmile — Wasco-Heppner Highway
Contract #2771 — Grading, Rocking and Oiling — Prefix 125-1013-201(46)
Newport, Korn & Kibbe, Contractors
L. E. Warfield, Resident Engineer

S-209(3)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Earnings
*Clearing and Grubbing	All				$95.00	$100.00
*Struct. Excavation	77.7	Cu. Yd.	$1.90	$2.00	147.63	155.40
*Trench "	96.0	" "	1.90	2.00	182.40	192.00
*General "	30,781.5	" "	0.45	0.47	13,743.94	14,467.31
*Short Overhaul	40,839.9	Yd. Sta.	0.014	0.015	581.97	612.60
*Long "	561.3	C-Yd. Sta.	0.475	0.50	266.62	280.65
*Rounding Cutbanks	14,621	Lin. Ft.	0.048	0.05	694.50	731.05
*Finishing Roadbed & Slopes	4.44	Mile	380.00	400.00	1,763.20	1,856.00
*18" Corr. Metal Pipe	148	Lin. Ft.	2.66	2.80	393.68	414.40
*24" " " "	68	" "	3.80	4.00	258.40	272.00
*48" " " "	20	" "	9.50	10.00	190.00	200.00
*18" Concrete Pipe	15	" "	2.85	3.00	42.75	45.00
*Class "A" Concrete	42.7	Cu. Yd.	47.50	50.00	2,028.25	2,135.00
*Metal Reinforcement	4,529	Lb.	0.095	0.10	430.26	452.90
1½"-0" Rock in Base	30,709	Cu. Yd.	2.19	1.61	67,252.71	49,441.49
3/4"-0" Rock in Leveling Course and Shoulders	8,676	" "	2.19	1.61	19,000.44	13,968.36
Sprinkling	1,830.8	M/Gal.	1.87	3.00	3,421.36	5,492.40
Preparation of Base	11.53	Mile	185.83	100.00	2,142.60	1,153.00
Furn. & Place. Aggregate	6,130	Cu. Yd.	2.74	1.91	16,813.77	11,708.30
" " " 151-200 Asph.	250.5	Ton	31.68	31.40	7,935.84	7,865.70
" " " RC-3 in Seal Coat	131.29	"	30.01	29.70	3,940.01	3,899.31
Fur. & Place RC-3 in Binder Course	217.84	"	30.01	29.70	6,537.38	6,469.85

Contract #34
Gillian Co.

Final Cost Analysis
Gillian Co. Line-Eightmile

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	2,121.8	Cu. Yd.	$1.82	$1.37	$3,861.68	$2,906.87
½"-¼" " " " "	1,666.4	" "	1.82	1.37	3,032.85	2,282.97
¼"-0" " " " "	920.0	" "	1.82	1.37	1,674.40	1,260.40
Clear & Grub S.P. Sites	100%			100.00	26.00	100.00
Leveling of S.P. Sites	100%				34.00	100.00
S.P. Screen Rejects on Road	767.3	Cu. Yd.	0.25	0.25	191.83	191.83
S.P. Hauling Rejects on Road	1,346	Yd. Mi.	0.12	0.12	161.52	161.52
S.P. Haul Adjustment in Favor of Contractor	210.6	" "	0.12	0.12	25.27	25.27
PA #1, 12" Corr. Metal Pipe	368	Lin. Ft.	2.12	2.36	780.16	868.48
PA #2, Cement Adjustment	24	Sack		0.915		- 21.96
PA #3, ¼"-0" Cr. Rock in Surfacing	465	Cu. Yd.	2.28	1.61	1,060.20	748.65
PA #4, Furnish & Barrel 151-200 Asphalt	8.23	Ton	24.16	24.16	198.84	198.84
					$158,909.46	$130,610.55

* Subcontracted to John A. Logan

Total Cost	$158,909.46
Gross Revenue	130,610.55
Net Loss	$28,298.91

Net Loss Equals 21.7% of Gross Revenue

Detail of Cost

Labor:

Labor	$51,304.72	
Supervision	3,110.25	
State Industrial Accident Insurance	1,632.45	
Social Security & Unemployment Insurance	1,576.60	
		$57,624.02

Materials:

151-200 Asphalt	258.73 Tons at $10.90	$2,820.16	
RC-3 Asphalt	349.13 " " 13.90	4,852.91	
Freight on 151-200 Asphalt		2,799.46	
" " RC-3 Asphalt		2,147.15	
			12,619.68

Equipment Rental & Miscellaneous Supplies:

Equipment Rental	$26,714.35	
Rented Equipment	1,721.69	
Gas, Oil & Grease	12,938.99	
Freight & Cartage	5,834.94	
Explosives	2,236.79	
Lumber & Materials	515.34	
Fuel Oil for Heating Asphalt	163.17	
Camp Expense	1,584.57	
Small Tools & Miscellaneous	528.65	
Bond & Insurance	1,600.60	
Home Office & General Overhead	2,049.04	
Contract Hauling, Inc. Gas, Oil & Grease	12,305.54	
Grading, Subcontract to John A. Logan	20,472.89	
		$8,666.76

Total $158,909.46

Breakdown of Crushing Costs

	Total Cost	Amount	Unit Cost
Move In and Out	$7,686.53	50,688.2 Cu. Yd.	$0.15
Set Up	2,345.34	" " "	0.046
Drill & Shoot	6,761.26	" " "	0.133
Load & Haul to Crusher	20,000.39	" " "	0.395
Crush	25,256.14	" " "	0.498
	$62,049.66	50,688.2 Cu. Yd.	$1.222
Crushed Rock in Bunker	$62,049.66	50,688.2 Cu. Yd.	$1.222
Haul to Road	24,622.90	45,515.0 " "	0.541
Street Work	23,610.76	45,515.0 " "	0.519
		Total Cost in Place.....	$2.282

Amounts Crushed

1½" - 0"	30,709.0 Cu. Yd.
3/4" - 0"	8,676.0 " "
Mineral Aggregates	6,130.0 " "
Stockpile Material	4,708.2 " "
½" - 0" Price Agreement	465.0 " "
	60,688.2 Cu. Yd.

Breakdown of Oiling Costs

Mineral Aggregate

Load, Haul and Place	$9,335.17
Cost of Aggregates	7,478.60
T o t a l	$16,813.77

Total Amount of Aggregates 6,130 Cu. Yd.

$\frac{\$16,813.77}{6,130}$ = $2.74 per Cu. Yd.

Breakdown of Oiling Cost

Asphalt

Cost of Placing:

Heat	$1,639.12	
Haul	2,578.29	
Place	1,772.46	
		$5,989.81
Less Barreling Asphalt		- 19.42
T o t a l		.$5,970.39

Total Amount:

151-200 Asphalt	205.5 Ton
RS-3 Seal Asphalt	131.29 "
RS-3 Binder Asphalt	217.84 "
	599.63 Ton

$5,970.39 / 599.63 = $9.96 per Ton Cost for Heating, Hauling and Placing Asphalt

151-200 Asphalt		RS-3 Asphalt	
Cost	$10.90 per Ton	Cost	$13.90 per Ton
Freight	10.82 " "	Freight	6.15 " "
Heat, Haul and Apply	9.96 " "	Heat, Haul and Apply	9.96 " "
T o t a l	.$31.68 per Ton	T o t a l	.$30.01 per Ton

Remarks:

This was a "Federal Aid Secondary Project" which was bid and awarded January 18th, 1946. Work was started February 13th, and completed September 14th, 1946. The work items consisted of the regrading of 4.64 miles of roadbed, the construction of one reinforced concrete cattle pass and the extension of one reinforced concrete box culvert, the construction of 11.56 miles of crushed rock base, leveling course and oil mat wearing surface, and the furnishing of 4,700 cubic yards of crushed rock in stockpile.

The contractors subcontracted bid items 1 to 14 inclusive, which comprised all grading and concrete items, to J. A. Logan as they did not have sufficient grading equipment to do the work. No costs were obtainable from the subcontractor but the length of time consumed in doing the small amount of work and from the certified payroll, it was apparent that the subcontractor sustained a considerable loss.

Equipment used by the contractor for crushing, placing and oiling consisted of one D-8 tractor and dozer, one #12 blade, one 1½-cubic yard shovel, one ½-cubic yard shovel three 8-cubic yard trucks, seven 5-cubic yard trucks, one 10-ton roller, one complete portable crushing plant consisting of feeder, 15 x 36 jaw crusher, one 18" x 30" gyratory recrusher, two 20" x 40" roll crushers, one 4' x 8' scalper screen, one 4' x 12' three-deck screen, two 50-foot steel conveyors, small scalper screen, one 60-foot steel conveyor, one 65-foot steel conveyor, one 75-foot steel conveyer, one 20-foot steel conveyor, one three-compartment 40-cubic yard steel bin, two 8-cubic yard trucks with one standby hauling to crusher, two Murphy diesels mounted with 200 KV generator for power, one switch boxhouse, one toolhouse and small tools etc. All crushers, bins etc. are truck-mounted and are entirely portable. Materials were hauled from plant to road with two 8-yard trucks and seven 5-yard trucks supplemented with hired trucks as required. Equipment used on the street and oiling operations consisted of one #12 blade, one 10-ton three-legged roller, retort, boiler, distributer, tailgate spreaders and one water wagon.

The grading subcontractor started February 13th, and work proceeded very slowly, being completed July 20th. The contractors elected to purchase quarry site of their own in lieu of the state quarry as they had prospects of private sales to the County and for private roads. Work was started on the coyote hole February 20th; the crushing plant started operating April 22nd; oiling on binder course started July 24th; and the project was completed September 14th.

The crushing operations consumed a total of ninety-five 9-hour days of which 10% was down time for screen changes, minor breakdowns and holidays. Total elapsed crushing time was 855 hours and total actual working time was 770 hours. A total of 50,688 cubic yards of material was produced, an average of 59 cubic yards per elapsed hour and 66 cubic yards per actual work hour. This production was not high but a low labor cost and cheap government surplus powder held the cost of materials in the bunkers to $1.22 per cubic yard.

Remarks - Cont'd.

Hauling and street costs were exceptionally high and were the contributing factors in the large loss sustained by the contractors. No concrete reasons for the excessive hauling costs can be given as all material hauled by contract trucks was at the rate of $0.13 and $0.14 per yard mile. However, an excessive number of trucks and numerous mixer waiting periods due to short breakdowns added materially to the costs.

High street costs were caused by a mistake made by the contractors and could have been materially cheapened. Specifications for this project called for from 30% to 50% one-quarter inch minus material. To speed up the crushing operations the contractors produced material barely within the tolerance limits, the average amounts being about 35%. This material proved very unsatisfactory as processing would not set it up and considerable more time and equipment was used on street work than is usual for this type of work.

Oiling costs were high due to incompetent labor, poor supervision and a poor macadam surface on which to oil. The poor macadam again is a direct result of insufficient fines to properly set up the base course.

Direct supervision and crushing supervision on this project was good but no supervision on the excavation and poor supervision on the street and oiling operations, the lack of fines in the base course and bid prices considerably lower than the engineer's estimate and the next bids increased the cost and resulted in a large loss to the contractors.

E. N. Glymer
Cost Analyst

By . . G. E. Paulsen

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NOV 13 1946
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5-2013

November 13, 1946

Maryland Casualty Company,
Hansen & Rowland, Inc., Agents
Title & Trust Bldg.
Portland 18, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2777 for work on the Gilliam County Line-Eightmile Section of the Rufus-Heppner Secondary Highway, in Morrow County, has been completed by the contractor, Newport, Korn & Kibbe, and that final payment in the amount of $4,045.56 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $130,755.50 and that no force account work was performed therein. This contract was completed on September 17, 1946 but has not as yet been accepted by the Highway Commission, however, we anticipate that it will be at its next regular meeting to be held the latter part of this month.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

11-13-46 gl

H. B. Glaisyer
Secretary

gl

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MONTANA
OREGON
WASHINGTON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE
Division 8

POST OFFICE BUILDING
PORTLAND, OREGON

S-209(3)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

October 25, 1946.

Dear Sir:

Final inspection of Oregon Project No. S-209(3), Condon - Heppner Highway between the Gilliam County Line and Eight Mile _____, was made by a representative of this office on October 11, 1946

Prompt submission of the final voucher will be appreciated.

Very truly yours,

T. M. Davis
~~W. K. Lloyd~~
District Engineer

By H. A. Stoddart
H. A. Stoddart,
~~L. L. Canfield~~
Sr. Highway Engineer

RECEIVED
OCT 29 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 4 1946
FOR FILING

S-209(3)

October 4, 1946

Maryland Casualty Company,
Hansen & Rowland, Inc.
Title & Trust Bldg.
Portland 16, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Newport, Korn & Kibbe, on contract No. 2777, covering regrading, surfacing and oiling on the Gilliam County Line-Eightmile Section of the Wasco-Heppner Secondary Highway, in Morrow County. This payment, in the amount of $6,327.04, will be made on or after October 14, 1946. The retained percentage is $3,918.32.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. L. Glaisyer
Secretary

el

NOTED ON CARD
10-4-46 GC

RECEIVED
SEP 27 1946
FOR FILING
S. 201(3)

September 20, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 17, 1946, on Contract No. 2777, Gilliam County Line-Eightmile Section, in connection with Federal Aid Project No. S-209 (3), in Morrow County.

Very truly yours,

R. H. Baldock
State Highway Engineer

JR:GS

Form E-1—SM—6-44

S-201(3)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section Gilliam Co.Line-Eighrmile

Highway Wasco-Heppner Secondary

Contractor Newport,Kern andKibbe

Date of contract January 18, 1946

Date work started February 13, 1946

Amount of contract $128,520.10

Estimated cost of completed project, exclusive of engineering $131,195.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $....., ...%

For Week Ending September 21, 1946

Kind of work Regrading Surfacing and Oiling

Section prefix 125-1013

Contract number 2777

Date of completion November 30, 1946

Estimated date of completion September 17, 1946

Per cent of time elapsed 78 %

Date project was completed September 17, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work was completed Tuesday of this week except a little cleanup work along the right of way adjacent ot the quary site.

The Semi-Final estimate will be completed next week.

The last part of the week has been spent runing a "P" line levels and gross sections around the present road through Monument.The map of this work will be completed the first of next week.

DAY WEDDLE

RECEIVED
SEP 20 1946
OFFICE OF
DIST. ENGINEER

NOTED
H.W. LISLEY

Signed C.H. Wogaman

Address Fossil, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.64	11.56		11.56	
Miles partially completed					
Miles completed	4.64	11.56		11.56	
Total estimated quantities	30,830	39,090	4715	599.5 tons 6,100sy	
Estimated quantities moved or placed to date	"	"	"	"	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	Clear		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

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SEP 5 1946
FOR FILING

S-209-3

August 26, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 3, covering the furnishing and placing of ½" - 0" crushed rock as key in surfacing on the Gilliam County Line-Eightmile Section of the Wasco-Heppner Secondary Highway in Morrow County, Contract No. 2777, in connection with Federal Aid Project No. S-209 (3).

This work is necessary to key the surfacing material.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS
Encl.

MONTANA
OREGON
WASHINGTON S 209-3

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2 1946
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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

May 20, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the project agreement and certificate for Oregon S-209(3), Gilliam County Line-Eightmile Section of the Wasco-Heppner Highway.

Very truly yours,

W. H. Lynch
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAY 22 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2 WASH 7046

State [redacted]

Project No. [redacted]

[redacted] Secondary

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1946

by and between [redacted], constituting

for the purpose hereof, the Highway Department of the State of [redacted] hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary theretc:

Whereas the Highway Department of said State submitted on the [redacted] day of [redacted], 19[redacted], a project statement, which was approved on the [redacted] day of [redacted], 19[redacted], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [redacted] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [redacted] day of [redacted] 19[redacted]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of [redacted] dollars ($[redacted]) as the share of the United States payable under said act on account of [redacted] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State [redacted] (Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between [redacted]

[redacted], length [redacted] miles, in [redacted] County, being [redacted] project No. [redacted], consisting of [redacted] miles of roadway and [redacted] bridges, [redacted] of more than 20 feet clear span [redacted]

MONTANA
OREGON
WASH

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11879-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner," respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944, and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ..... of said project shall not in any event exceed the sum of ...Seventy seven Thousand, seven hundred seventy and 00/00..... dollars ($...77,770.00...), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ...One hundred thirty four Thousand sixty nine and 21/100..... dollars ($...134,069.21...), the approved total estimated cost of Section ..... of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of .....Oregon.....
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....Chap. 529, Laws 1939.....
(Include reference to statute authorizing

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11379-1 GPO

MONTANA
OREGON
WASH.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 17th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By Chas. H. Sloan
Member, State Highway Commission
(Title of officer)

By M B Thompson
Member, State Highway Commission
(Title of officer)

By Attest:- H Blesamper
Secretary
(Title of officer)

By _____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,
COMMISSIONER OF PUBLIC ROADS

By Thos. H. MacDonald
Acting Commissioner of Public Roads.

Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11879

POST OFFICE BUILDING
PORTLAND 8, OREGON

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-209(3)

State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 134,069.21 as the total estimated cost of said project, and the sum of $ 71,779.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of ~~Washington~~ Portland, Ore., this 17th day of May one thousand nine hundred and ~~forty-six~~

~~FEDERAL WORKS ADMINISTRATOR~~
~~COMMISSIONER OF PUBLIC ROADS~~

By _____
~~Acting Commissioner of Public Roads~~.
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

MONTANA
OREGON
WASHINGTON

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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S-209(3)

May 15, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office for Oregon S-209(3), Gilliam County Line-Eight Mile Section of the Wasco-Heppner Highway.

Also enclosed is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

Encls.

RECOMMENDED FOR APPROVAL
T. M. Davis, District Engineer
By ..... Date MAY 8 1946
APPROVED:
W. H. Lynch, Division Engineer
By ..... Date .....

Oregon State Highway Department — Federal Aid Secondary Project No. S-209 (3)

GILLIAM COUNTY LINE-EIGHTMILE SECTION

OF THE WASCO-HEPPNER HIGHWAY IN MORROW COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 13, 1946

All Required		Clearing and Grubbing		$ 100.00
70	cu. yds.	Structural Excavation, Unclassified	$ 2.00	140.00
10	cu. yds.	Trench Excavation, Unclassified	2.00	20.00
35,000	cu. yds.	General Excavation, Unclassified	.47	16,450.00
45,000	yd. sta.	Short Overhaul	.015	675.00
60	C-yd.sta.	Long Overhaul	.50	30.00
32,000	lin. ft.	Rounding Cutbanks	.05	1,600.00
4.64	miles	Finishing Roadbed and Slopes	400.00	1,856.00
150	lin. ft.	18" Corr. Metal Pipe	2.80	420.00
70	lin. ft.	24" Corr. Metal Pipe	4.00	280.00
22	lin. ft.	48" Corr. Metal Pipe	10.00	220.00
20	lin. ft.	18" Concrete Pipe	3.00	60.00
52	cu. yds.	Class "A" Concrete	50.00	2,600.00
5,300	lbs.	Metal Reinforcement	.10	530.00
31,500	cu. yds.	1½" - 0" Rock in Base	1.61	50,715.00
10,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	1.61	16,100.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
11.56	miles	Preparation of Base	100.00	1,156.00
4,550	cu. yds.	Furnishing and Placing Aggregates	1.91	8,690.50
252	tons	Furnishing and Placing 151-200 Asphalt	31.40	7,912.80
144	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	29.70	4,276.80
170	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	29.70	5,049.00
			Subtotal	$121,881.10
			10% Engr. & Cont.	12,188.11
			Total	$134,069.21

Length of Roadway	11.530 miles
Length of 2 Bridges	.030 mile
Total Length	11.560 miles
Cost per mile	$11,597.68

Federal Aid Secondary Funds	$ 77,770.00
State Funds	56,299.21
	$134,069.21

Note: Oiling is to be constructed across bridges.

State Funds for Construction: Chap 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
MAY 24 1946
FOR FILING

S 269-3

April 30, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Gilliam County Line-Eightmile Section, Project No. S-209 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-209 (3)

GILLIAM COUNTY LINE-CONDON SECTION

OF THE HASCO-HEPPNER HIGHWAY IN MORROW COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 13, 1946

All Required		Clearing and Grubbing		$ 100.00
70	cu. yds.	Structural Excavation, Unclassified	$ 2.00	140.00
10	cu. yds.	Trench Excavation, Unclassified	2.00	20.00
35,000	cu. yds.	General Excavation, Unclassified	.47	16,450.00
45,000	yd. sta.	Short Overhaul	.015	675.00
60	C-yd.sta.	Long Overhaul	.50	30.00
32,000	lin. ft.	Rounding Cutbanks	.05	1,600.00
4.64	miles	Finishing Roadbed and Slopes	400.00	1,856.00
150	lin. ft.	18" Corr. Metal Pipe	2.80	420.00
70	lin. ft.	24" Corr. Metal Pipe	4.00	280.00
22	lin. ft.	48" Corr. Metal Pipe	10.00	220.00
20	lin. ft.	18" Concrete Pipe	3.00	60.00
52	cu. yds.	Class "A" Concrete	50.00	2,600.00
5,300	lbs.	Metal Reinforcement	.10	530.00
31,500	cu. yds.	1½" - 0" Rock in Base	1.61	50,715.00
10,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	1.61	16,100.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
11.56	miles	Preparation of Base	100.00	1,156.00
4,550	cu. yds.	Furnishing and Placing Aggregates	1.91	8,690.50
252	tons	Furnishing and Placing 151-200 Asphalt	31.40	7,912.80
144	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	29.70	4,276.80
170	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	29.70	5,049.00
		Subtotal		$121,881.10
		10% Engr. & Cont.		12,188.11
		Total		$134,069.21

Length of Roadway	11.539 miles
Length of 2 Bridges	.039 mile
Total Length	11.578 miles
Cost per mile	$11,577.60

Federal Aid Secondary Funds- - - - - - - - - - - - - - - - - - - -	$ 77,770.00
State Funds- -	56,299.21
	$134,069.21

Note: Oiling is to be constructed across bridges.

State Funds for Construction: Chap 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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MAR 13 1946
FOR FILING

S 209-3

Salem, Oregon
March 11, 1946

Estimate No. 1
Contract No. 2777

Mr. L. H. Warfield
Resident Highway Engineer
Fossil, Oregon

Dear Sir:

In checking your Estimate No. 1, on the Gilliam County Line-Eightmile Section of the Wasco-Heppner Secondary Highway in Morrow County, Contract No. 2777, we note the following errors in Statement of Materials on Hand:

Form Lumber is not an allowable item for advance on Materials on Hand. We call your attention to the Instructions on the estimate form and Section 8-7, "Materials on Hand," page 24 of the Standard Specifications. We are eliminating this item from the estimate payment.

There is no bid item on Tie Bars in the contract. We are, therefore, combining the item Tie Bars with Reinforcing Steel at the price quoted, $0.0429. The item Reinforcing Steel should show 4,884 lbs. at $0.0429 equals $209.52, instead of 4,529 lbs. and $194.29 for Reinforcing Steel, and 355 lbs. and $35.50 for Tie Bars.

The total of Materials on Hand should be $469.92. Please correct your copy of this estimate to conform with the above notations.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by D. B. Parkes/GS

cc to Paul Van Scoy

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MAR 12 1946
FOR FILING

S 209-3

March 7, 1946

Mr. T. E. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, 8, Oregon

Dear Sir:

Herewith for your consideration and approval is Price Agreement No. 1, covering 12" Corrugated Metal Culvert Pipe in road approaches, on the Gilliam County Line-Eightmile Section of the Wasco-Heppner Secondary Highway in Morrow County, Contract 2777, Federal Aid Project No. S-209 (3).

It appears, from a check of the plans on this project, that no provision was made originally for road approaches.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

DEP:GHB

ENC.

RECEIVED
MAR 12 1946
FOR FILING

S 209-3

March 7, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland, 8, Oregon

Dear Sir:

Herewith for your consideration and approval is Price Agreement No. 1, covering 12" Corrugated Metal Culvert Pipe in road approaches, on the Gilliam County Line-Eightmile Section of the Wasco-Heppner Secondary Highway in Morrow County, Contract 2777, Federal Aid Project No. S-209 (3).

It appears, from a check of the plans on this project, that no provision was made originally for road approaches.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

DEP:GMD

MMG.

RECEIVED
FEB 25 1946
FOR FILING

5209(3)

February 20, 1946

Newport, Kern & Kibbe
7031 N. E. Halsey Street
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, fully executed copies of contracts which were awarded to you on January 18, 1946, by the State Highway Commission, as follows:

Contract No. 2776 covering furnishing crushed material in stockpiles on the Cairo Junction-Adrian Section of the Old Oregon Trail, Nyssa-Adrian and Adrian-Parma Highway.

Contract No. 2777 covering regrading, surfacing and oiling on the Gilliam County Line-Eightmile Section of the Wasco-Heppner Secondary Highway.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

R. R. Gleisner
Secretary

gl

RECEIVED
JL 23 '46
FOR FILING

S 209 (3)

January 22, 1946

#2777

Newport, Kern & Kibbe
7031 N. E. Halsey Street
Portland 16
Oregon

Gentlemen:

We are sending you today, by express, four copies each of the following contracts which were awarded to you by the State Highway Commission on January 18, 1946:

Contract No. 2776 covering furnishing crushed material in stockpiles on the Cairo Junction-Adrian Section of the Old Oregon Trail, Nyssa-Adrian and Adrian-Nyssa Highway, in Malheur County.

Contract No. 2777 covering regrading, surfacing and oiling on the Gilliam County Line-Nightingale Section of the Wasco-Heppner Secondary Highway, in Morrow County.

Kindly execute all four copies each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy of each contract will be returned to you for your records and files. We will also send executed copies to the surety on your bond.

Your special attention attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By
H. B. Glaisyer
Secretary

el

Sent by express 1-22-46 GL

January 21, 1946

NewPort, Kern & Kibbe
7031 N. E. Halsey
Portland 16, Oregon

#2777

Gentlemen:

The State Highway Commission, on January 18, 1946, awarded you the contracts for the following projects:

Cairo Junction-Adrian Rock Production Project on three state highways, in Malheur County, based on your low bid of $21,880.

Gilliam County Line-Eightmile Section of the Wasco-Heppner Secondary Highway, in Morrow County, based on your low bid of $128,520.10.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

eo

MONTANA
OREGON
WASHINGTON

RECEIVED
MAY 24 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S 209-3

January 18, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the award of contract for Oregon S-209(3), the Gilliam County Line - Eight Mile Section of the Wasco-Heppner Secondary Highway to Newport, to Kern & Kibbe, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

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JAN 23 1946
OREGON
STATE HIGHWAY COMMISSION

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JAN 17 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

JAN 9 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revised project statement sketch map for Oregon Federal Aid Secondary Project No. NRS-FAS-209, revised, on F.A.S. Route #378, involving the improvement of 33.7 miles of the Wasco-Heppner Highway between a connection with Federal Aid Route 6 in Condon, and to the west end of Project FAS 246 in Gilliam and Morrow County has been approved today.

Approval is made subject to the condition noted in our letter of March 4, 1940, that the railroad grade crossing within the limits of the project be eliminated or adequately protected in accordance with the requirements of General Administrative Memorandum No. 63.

Very truly yours,

W. H. LYNCH
Division Engineer.

L. H. CAUFIELD
Senior Highway Engineer

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OREGON
STATE HIGHWAY COMMISSION

S 209-3

MONTANA
OREGON
WASHINGTON

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DEC 21 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

January 3, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-209(3), the Gilliam County Line Section of Wasco-Heppner Highway, have to day been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 5 1946
OREGON
STATE HIGHWAY COMMISSION

Copies sent to Mr. Baldock

Oregon State Highway Department

Federal Aid Secondary
Project No. S-209 (3)

GILLIAM COUNTY LINE-BOARDMAN SECTION

OF THE ARLINGTON-HEPPNER HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 3, 1946

All Required		Clearing and Grubbing		$ 1,000.00
70	cu. yds.	Structural Excavation, Unclassified	$ 2.50	175.00
10	cu. yds.	Trench Excavation, Unclassified	3.00	30.00
35,000	cu. yds.	General Excavation, Unclassified	.60	21,000.00
45,000	yd. stas.	Short Overhaul	.02	900.00
60	C-yd.stas.	Long Overhaul	.50	30.00
32,000	lin. ft.	Rounding Cutbanks	.12	3,840.00
4.64	miles	Finishing Roadbed and Slopes	400.00	1,856.00
150	lin. ft.	18" Corr. Metal Pipe	3.50	525.00
70	lin. ft.	24" Corr. Metal Pipe	4.50	315.00
22	lin. ft.	48" Corr. Metal Pipe	15.00	330.00
20	lin. ft.	18" Concrete Pipe	3.50	70.00
52	cu. yds.	Class "A" Concrete	45.00	2,340.00
5,300	lbs.	Metal Reinforcement	.08	424.00
31,500	cu. yds.	1½" - 0" Rock in Base	2.00	63,000.00
10,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.00	20,000.00
1,000	M-gals.	Sprinkling	2.50	2,500.00
11.56	miles	Preparation of Base	150.00	1,734.00
4,550	cu. yds.	Furnishing and Placing Aggregates	3.50	15,925.00
252	tons	Furnishing and Placing 151-200 Asphalt	35.00	8,820.00
144	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	5,040.00
170	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	5,950.00
			Subtotal	$155,804.00
			10% Engr. & Cont.	15,580.40
			Total	$171,384.40

Length of Roadway	11.530 miles
Length of 2 Bridges	.030 mile
Total Length	11.560 miles
Cost per mile, Roadway	$14,825.64

Federal Aid Secondary Funds- -	$ 93,000.00
State Funds- -	78,384.40
	$171,384.40

Note: Oiling is to be constructed across bridges.

GILLIAM COUNTY LINE - EIGHT MILE SECTION

PROJECT NO. S-209(3)

All necessary rights of way have been acquired for this project.

S. H. PROBERT

December 29, 1945

WILLIAM COUNTY LINE - EIGHT MILE SECTION

PROJECT NO. S-2703(3)

All necessary rights of way have been acquired for this project.

R. E. BALDOCK
State Highway Engineer

By

S. H. PROBERT
Office Engineer

December 29, 1945

GILLIAM COUNTY LINE-ECHOVILLE SECTION

PROJECT NO. S-209 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK,
State Highway Engineer

By

S. H. Probert,
Office Engineer

December 28, 1945

Oregon State Highway Department

Federal Aid
Secondary Project
No. S-209 (3)

GILLIAM COUNTY LINE-EIGHTMILE SECTION
OF THE HASCO-HEPPNER HIGHWAY
IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, December 28, 1945

All Required		Clearing and Grubbing		$ 1,000.00
70	cu. yds.	Structural Excavation, Unclassified	$ 2.50	175.00
10	cu. yds.	Trench Excavation, Unclassified	3.00	30.00
35,000	cu. yds.	General Excavation, Unclassified	.60	21,000.00
45,000	yd. stas.	Short Overhaul	.02	900.00
60	C-Yd.stas.	Long Overhaul	.50	30.00
32,000	lin. ft.	Rounding Outbanks	.12	3,840.00
4.64	miles	Finishing Roadbed & Slopes	400.00	1,856.00
190	lin. ft.	18" Corrugated Metal Pipe	3.50	665.00
70	lin. ft.	24" Corrugated Metal Pipe	4.50	315.00
22	lin. ft.	48" Corrugated Metal Pipe	15.00	330.00
20	lin. ft.	18" Concrete Pipe	3.50	70.00
52	cu. yds.	Class "A" Concrete	45.00	2,340.00
5,300	lbs.	Metal Reinforcement	.08	424.00
31,500	cu. yds.	1½" - 0" Rock in Base	2.00	63,000.00
10,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.00	20,000.00
1,000	M-gals.	Sprinkling	2.50	2,500.00
11.56	miles	Preparation of Base	150.00	1,734.00
4,990	cu. yds.	Furnishing and Placing Aggregates	3.50	15,965.00
252	tons	Furnishing and Placing 15L-200 Asphalt	35.00	8,820.00
144	tons	Furnishing and Placing RC-3 Emulsified Asphalt	35.00	5,040.00
			Subtotal.....	$149,854.00
			10% Engr. & Contingencies	14,985.40
			Total.....	$164,839.40

Length of Roadway 11.530 miles
Length of 2 Bridges .030 "
Total Length 11.560 "
Cost per Mile, Roadway $14,259.46

See revised est

Federal Aid Secondary Funds.....	$ 93,000.00
State Funds.....	71,839.40
	$164,839.40

Note: Oiling is to be constructed across bridges.

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JAN 4 1946
FOR FILING

S 209-3

December 31, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 5300
Portland, 8, Oregon

Dear Sir:

Landscaping on the Gilliam County Line-Rightfile Creek Section -- Project No. S-209 (3) -- will be limited to the seeding of cuttanks.

The volume of traffic to be served by this road does not, in our opinion, warrant an expenditure for beautification. Rainfall in the area is light and the nature of the soil is such that erosion difficulties such as might be overcome by seeding, are not anticipated.

Very truly yours,

S. H. BALDOCK
State Highway Engineer

SHB:GED

F-186(9) Davies-North Plains Sec., Wolf Cr. Hwy. 1946

#2778

RECEIVED
MAR 22 1948
FOR FILING

F-186(9)

March 19, 1948

Sound Construction & Engineering Company
Post Office Box 491
Longview, Washington

NOTED
H. R. GLAISYER

Gentlemen:

We have your letter of March 15, 1948, in which you request information as to the date of release of your retained percentage on Contract No. 2778.

We have contacted our accounting division and they advise us that the warrant was mailed to you on March 18.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

SOUND CONSTRUCTION & ENGINEERING CO.

ESTABLISHED 1910

GENERAL CONTRACTORS

[redacted]

[redacted]

TELEPHONE
HEMLOCK 7800

March 15, 1948

Post Office Box 491
Longview, Washington

Oregon State Highway Commission
Salem, Oregon

Re: Davies-North Plains Section
Wolf Creek Highway
Contract No. 2778

Gentlemen:

On February 23, 1948, we returned Estimate No. 15-Final on the above contract for payment.

Will you please advise when we can expect payment of this estimate and release of our retained percentage?

mailed 3-18

Yours very truly,

SOUND CONSTRUCTION & ENGINEERING CO.

By W. R. Ryan
W. R. Ryan

WR
cc: File

RECEIVED
MAR 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 26 1948
FOR FILING

F-186(7)

February 25, 1948

Seaboard Surety Company
80 John Street
New York 7, N. Y.

Gentlemen:

This to advise you that State Highway Contract No. 2776 for grading on the Davies-North Plains Section of the Sunset Highway, in Washington County, has been completed by the contractor, Sound Construction & Engineering Co., and that final payment in the amount of $5,751.73 will be made on or after March 6, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $195,441.34, of which amount $1,129.83 represents force account items. This contract was completed on the 10th of October, 1947 and accepted by the Commission October 21, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene, Agent
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
2-25-48 gl

F-186 (9)

RECEIVED
MAR 2 1948
FOR FILING

S.H. Baldock

February 20th, 1946

FINAL COST ANALYSIS
Grading

Davies-North Plains
Contract #2778

Sound Construction & Engineering Co.
C. M. Cornett, Resident Engineer

NOTED
State Highway Engineer

Sunset Highway
Prefix 34-1042

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing					$2,642.21	$2,600.00
Struct. Excavation	2,692.9	Cu. Yd.	$1.35	$2.00	3,644.11	5,385.80
Gen. Excav., Unclass.	488,856.4	" "	0.214	0.17	104,747.80	83,105.59
Overhaul	308,816.1	Yd. Sta.	0.01	0.01	3,151.73	3,088.16
Truck Haul	252,301.5	Yd. Mi.	0.15	0.12	37,567.20	30,276.18
Rounding Cutbanks	18,661	Lin. Ft.	0.04	0.10	746.44	1,866.10
Finishing R/B & Slopes	7.32	Mile	487.57	550.00	3,568.99	4,026.00
Placing 18" Conc. Pipe	45	Lin. Ft.	1.05	1.00	47.35	45.00
" 24" " "	54	" "	0.94	1.40	50.68	75.60
" 96" " "	142	" "	1.16	2.00	164.72	284.00
12" Corr. Metal Pipe	192	" "	1.43	1.60	274.27	307.20
12" Conc. Culv. Pipe	1,104	" "	1.01	1.40	1,111.97	1,545.30
18" " " "	1,881	" "	1.91	2.70	3,591.89	5,078.70
24" " " "	597	" "	2.74	3.90	1,636.77	2,328.30
30" " " "	272	" "	3.81	5.00	1,037.26	1,360.00
36" " " "	164	" "	5.69	6.80	932.51	1,115.20
*Class "A" Concrete	239.11	Cu. Yd.	38.00	38.00	9,086.18	9,086.18
*Metal Reinforcement	36,952	Lb.	0.085	0.085	3,140.92	3,140.92
Concrete Catch Basins	3	Each	81.62	65.00	244.85	195.00
Sprinkling	21	M-Gal.	3.49	1.80	73.45	37.80
3"-0" Mat'l. in Surfacing	2,982	Cu. Yd.	3.00	3.00	8,946.00	8,946.00
3/4"-0" " " "	663	" "	3.00	3.00	1,989.00	1,989.00
PA #1, Struct. Excav.	816.6	" "	0.68	2.00	528.02	1,633.20
PA #1, 84" Metal Pipe	56	Lin. Ft.	23.02	22.85	1,288.89	1,279.60
PA #1, Gravel Backfill	807	Cu. Yd.	2.91	3.10	2,347.82	2,501.70

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #1, 72" x 44" Arch Type Metal Pipe	896	Lin. Ft.	$14.41	$15.90	$12,907.73	$14,246.40
*PA #1, Class "A" Concrete	108.66	Cu. Yd.	50.00	38.00	5,433.00	4,129.08
*PA #1, Metal Reinforcement	7,798	Lb.	0.085	0.085	662.83	662.83
PA #1, 90" Sectional Culv.	110	Lin. Ft.	23.76	25.57	2,613.79	2,812.70
PA #1, Hand Tamped Backfill	718	Cu. Yd.	1.17	1.70	841.97	1,220.60
Force Account					1,001.27	1,129.83
PA #2, Cement Adjustment in Favor of State	- 22.77	Bbl.		2.50		- 56.93
					$216,021.62	$195,441.34

Total Cost	$216,021.62
Gross Revenue	195,441.34
Net Loss	$20,580.28

Net Loss Equals 10.5% of Gross Revenue

Equipment Rental & Miscellaneous Expenses:

Equipment Rental	$47,366.84	
Gas, Oil & Grease	9,170.03	
Move In, Freight & Cartage	3,107.59	
Miscellaneous Supplies & Small Tools	4,[illegible].86	
Field Office Expense	815.44	
Bond & Insurance	2,066.24	
Home Office & General Overhead	7,657.52	
		89,[illegible].52

* Sub-contracted to Lockyear & White.

Lockyear & White, Culvert Sub-contractor:

Class "A" Concrete in Box Culverts & Apron Walls	220.11	cu. yd. at	$38.00	$8,364.18
Class "A" Concrete in Headwalls, PA #1	108.66	" " "	50.00	5,433.00
Metal Reinforcement	45,750	lbs. "	0.085	3,903.75
Structural Excavation	1[illegible].5	cu. yd. "	2.00	685.00
				18,385.93

Total Cost $216,021.62

Davies-North Plains

Detail of Cost

Labor:

Supervision		$7,156.50
Labor		64,476.87
State Industrial Accident Insurance		2,963.50
Unemployment Insurance		1,119.49
Social Security		716.33
		$76,432.69

Materials:

12" Corr. Iron Pipe	192	lin. ft. at	$1.04	$199.68
12" Concrete Pipe	1,104	" " "	0.65	717.60
18" " "	1,881	" " "	1.40	2,633.40
24" " "	597	" " "	1.90	1,134.30
30" " "	272	" " "	2.75	748.00
36" " "	164	" " "	3.75	615.00
72" x 44" Arch Type Metal Pipe	896	" " "	11.24	10,071.04
72" x 44" Bands	32		" 22.49 Ea.	719.68
84" Corr. Metal Pipe	56	lin. ft.	" 17.80	996.80
84" Bands	2		" 28.44 Ea.	56.88
90" Multi-Plate Culvert Pipe	110	lin. ft.	" 17.41	1,915.10
3" - 0" Pit Run Gravel in Place	2982	cu. yd.	" 3.00	8,946.00
3/4" - 0" Cr. Gravel in Place	663	" "	" 3.00	1,989.00
				30,742.48

Equipment Rental & Miscellaneous Expense:

Equipment Rental	$57,366.84	
Gas, Oil & Grease	9,110.03	
Move In, Freight & Cartage	8,157.59	
Miscellaneous Supplies & Small Tools	4,664.86	
Field Office Expense	815.44	
Bond & Insurance	2,066.24	
Home Office & General Overhead	7,657.52	
		89,838.52

Lockyear & White, Culvert Sub-contractor:

Class "A" Concrete in Box Culverts & Stock Passes	239.11	cu. yd. at	$38.00	$9,086.18
Class "A" Concrete in Head-walls, PA #1	108.66	" " "	50.00	5,433.00
Metal Reinforcement	44,750	lbs. "	0.085	3,803.75
Structural Excavation	342.5	cu. yd. "	2.00	685.00
				19,007.93

Total Cost $216,021.62

Davies-Portland Plains SHEET

Remarks:

This contract, which required the grading of a 7.23-mile section of the Sunset Highway, was bid and awarded on January 18th, 1946. The contractor started work on May 10th, 1946, and completed the project on October 10th, 1947.

Clearing consisted principally of cleaning up the work which had previously been done by the W.P.A. forces.

The excavation was all common material and was moved with D-8's pulling 15-yard carryalls and 15-yard Tournapulls. A 3/4-yard dragline shovel excavated in a channel change. The grading work was started on July 9th, 1946, and suspended on October 9th, due to heavy fall rains. Work was resumed on May 12th, and continued intermittently throughout the summer. The equipment was shifted frequently between this job and the adjacent contract, which was also held by this contractor. The grading in the higher ground on the west end of the project, comprising about 40% of the excavation, was in good material and the equipment made good progress. On the east end the work was greatly handicapped by extremely wet subsoil after the top 6 feet of excavation was removed. The water would not drain out and it was necessary to wait for evaporation. The equipment was shifted frequently as only one or two foot lifts could be taken out before the cuts would become too muddy for the equipment to operate. On some of the deeper cuts the equipment was moved in and out as many as thirty-five times. In one of the cuts a 3/4-yard dragline was moved in to take out the bottom lift and loaded into 8-yard trucks.

The contractor lost heavily on the excavation item due to the difficulties with the wet material which greatly lowered equipment production. Supervision was good and equipment was both adequate and in good repair.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

Use cross reference form under name or subject at top of the sheet and by the latest date or number. Describe matter for identification purposes. The papers, themselves can also be filed under name or subject after

Bureau
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F-186 (8)
2778

CROSS REFERENCE SHEET

Name or Subject Sound Construction & Engineering Co., Omaha, Nebraska **File No.**

Regarding Inquiry regarding final payment in connection with their contracts #2772 and #2778. **Date** 1-23-48

SEE

Name or Subject FEDERAL AID JOB FILE: F-186(8) #2778 **File No.**

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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COPY

F 116 (2)

2718

January 22, 1948

RECEIVED
MAR 3 19[illegible]
FOR FILING

Balser Machinery Company
2136 S. E. Eighth Avenue
Portland 14, Oregon

Attention: Mr. R. L. Balser
Manager

Dear Mr. Balser:

Reply is made to your letter of January 21, requesting the procedure to be followed in filing a claim against a subcontractor on state highway construction work to enable you to file such a claim legally against a subcontractor under the Sound Construction Company who has been operating near Cedar Mills.

To give you the information desired, I am enclosing a mimeographed copy of that portion of the Oregon Laws which covers the matter. I think this is self-explanatory, although I might state that the bond furnished by the original contractor on the job can be held responsible and liable for claims against subcontractors on the job.

The obligation of the bond furnished by the original contractor automatically expires upon the expiration of a period of six months from the date of completion of the project and formal acceptance of it by the State Highway Commission; however, the time limit is extended if an affidavit of the claim is filed with the Secretary of State prior to the expiration of such period. When filing your claim with the Secretary of State we would appreciate it if you would also file a copy of it in this office for the Highway Commission's records. The enclosed law also explains how you may secure a certified copy of the contract. Upon receipt of the affidavit mentioned therein, we will be pleased to furnish you with such a copy.

The Sound Construction Company had three jobs on the Sunset Highway in the Cedar Mills district. Contract No. 2772 covers the grading of the Berger Ranch-Barnes Road Section; No. 2778 is for grading the Davies- North Plain Section; and No. 2779 is for grading the North Plains-Gardner Ranch Section. We are unable to determine from your letter on which of these three projects your subcontractor was engaged. If you will supply us with additional information we might then be able to give you a more detailed description of he project for use in filing your claim.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBCsee 1/23

RECEIVED
JAN 22 1948
FOR FILING

F - 186 (9)

January 20, 1948

Seaboard Surety Company
80 John St.
New York 7, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Sound Construction & Engineering Co. on contract No. 2778, covering the Davies-North Plains Section of the Sunset Highway in Washington County. This payment, in the amount of $672.20, will be made on or after January 30, 1948. The retained percentage is $5,866.69.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: C. A. Tomassene, Agent
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
NOV 14 1947
FOR FILING

F-186 (7)

November 13, 1947

Bovum Construction & Engineering Co.
1403 West 45th St.
Seattle 7
Washington

Gentlemen:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 45 days, from September 1 to October 15, 1947, within which to complete your contract No. 2778 for grading on the Davies-North Plains Section of the Sunset Highway, in Washington County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton

NOTED ON CARD

11-13-47 gl

Form B-1—632—4-47

F-126(1)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 11, 19 47

Section Davies-North Plains — Kind of work Grading

Highway Sunset — Section prefix 34-1042

Contractor Sound Constr. & Engr. Co. — Contract number 2778

Date of contract Jan. 18, 19 46 — Date of completion Oct. 15, 19 47

Date work started May 10, 19 46 — Estimated date of completion Oct. 6, 19 47

Amount of contract . . . . . $173,176.90 — Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $195,000.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 13,451.00, 129.5 % — Date project was completed Oct. [illegible] 10 - 47, 19 47

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Sound Construction & Engineering Co. Completed work on Davies- North Plains Section this week.

NOTED
H. G. SMITH

OCT 15 1947

Noted

Signed Clay M. Cornett

Address Box 4644 Portland 2 Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.23				
Miles partially completed					
Miles completed	7.23				
Total estimated quantities	488,900 Cy				
Estimated quantities moved or placed to date	488,900 Cy				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
OCT 23 1947
FOR FILING

F-186(9)

October 21,1947

Seaboard Surety Company
C. A. Tennessen, Agent
Wilcox Bldg.
Portland 4, Oregon

Dear Sir:

You are advised it is the intention of the State Highway Commission to release to the Sound Construction & Engineering Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2778 for grading on the Davies-North Plains Section of the Sunset Highway, in Washington County. This payment, which is in the amount of $10,564.04, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $5,845.90. The present payment to the contractor will be made on or after October 31, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

NOTED ON CARD

10-24-47 gl

RECEIVED
SEP 10 1947
FOR FILING

F-186 (9)

#2778

September 9, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time to the Sound Construction and Engineering Company from September 1 to October 15, on the Davies-North Plains Section of the Sunset Highway, F-186 (9), our contract No. 2778.

The contractor has encountered extremely difficult material to handle on this project due to a high moisture content in the cuts, which could not be satisfactorily handled without exposing the cuts to air and permitting them to dry out. Attempts to hasten the drying by manipulation met with little or no success and it has been necessary to mix dry borrow materials with the cuts and wasting part of the wet material to satisfactorily work this project.

I would recommend that this extension be granted without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc: H. G. Smith

RECEIVED
AUG 1 1947
FOR FILING

F - 11 (4)

July 31, 1947

Sound Construction and Engineering Co.
1403 West 49th Street
Seattle 7
Washington

Gentlemen:

The State Highway Commission, at its meeting on July 22, 1947, had under discussion your request for extensions of time on the following contracts:

Contract No. 2772, covering the Darger Hamilton-Barnes Road Section of the Sunset Highway, extended from June 15 to September 1, 1947.

Contract No. 2773, for the Davies-North Plains Section of the Sunset Highway, extended from June 15 to September 1, 1947.

Contract No. 2779, covering the North Plains-Gardner Ranch Section of the Sunset Highway, extended from June 15 to September 1, 1947.

The Highway Commission extended the time limit on each of the above contracts to September 1, 1947, without penalty, with the understanding that if the job is not completed by that date a penalty shall be exacted according to the provisions of the respective contracts.

Also I wish to bring to your attention action taken by the Highway Commission at its meeting on June 16, 1947, with respect to the matter of allowing contractors extensions of time for completion of their work. You will recall that during the wartime emergency, when there was a shortage of labor and materials, the Commission was very lenient and granted all requests for extensions of time without penalty. The Commission considers that the conditions which prompted such action no longer exist and in view thereof decided to penalize contractors for failure to complete their projects within the specified

RECEIVED

time limit, unless there is some special reason why the work could not be completed within such period. I do not know just what penalty will be imposed, but mention the matter of the Commission so that you will be informed and can take such action as may be necessary to avoid it.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: W. C. Williams,
Division Engineer

RECEIVED
JUN 16 1947
FOR FILING

F-186(9)

June 13, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time from June 15, 1947, to September 1, 1947, on Contract No. 2778, Davies-North Plains Section of the Sunset Highway, F-186 (9), to the Bound Construction and Engineering Company.

Due to the extreme moisture content in cuts greater than six feet in depth, it has been impractical to haul materials without allowing cuts and fills to dry after a small layer of materials have been deposited.

Also inability of contractors on structures on this project, which are under separate contract, to obtain materials, have delayed completion of short sections adjacent to the structures.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

RECEIVED
JUN 2 1947
FOR FILING

COPY

Charge to the account of _____ $_____

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 5, 1947

SOUND CONSTRUCTION & ENGINEERING CO.
1403 W. 45TH
SEATTLE, WASHINGTON

IMPOSSIBLE FOR US TO WAIT ON SUNSET HIGHWAY WORK UNTIL SUPERINTENDENT BOOTS IS THROUGH WITH DRY CREEK-MONUMENT PROJECT, WHICH I ESTIMATE TO BE THREE WEEKS. JUNE IS ALWAYS A WET MONTH IN WESTERN OREGON, AND IF YOU DO NOT FINISH SUNSET HIGHWAY DURING MAY IT WILL PREVENT THE COMPLETION OF THE WORK THIS SEASON. IMPERATIVE WE HAVE A SUPERINTENDENT ON THE JOB TOMORROW CAPABLE OF ORGANIZING A FINISHING CREW AND PROCEEDING WITH THE WORK.

R. H. BALDOCK

RECEIVED
JUN 2 1947
FOR FILING

F-11-(1)
H-719

COPY

Charge to the account of

$

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 18T, 1947

SOUND CONSTRUCTION & ENGINEERING COMPANY
1403 W. 5TH
SEATTLE, WASHINGTON

YOUR DELAY IN STARTING FINISHING OPERATION SUNSET HIGHWAY SERIOUSLY HAMPERING SURFACING CONTRACTORS. OTHER CONTRACTORS AT WORK. SOIL SUFFICIENTL Y DRY FOR FINISHING OVER DAVIES-NORTH PLAINS AND OTHER SECTIONS. REQUEST START MAY 5TH WITHOUT FAIL.

R. H. BALDOCK

F.186(9)

R. H. Baldock

Cost Analysis to October 19th, 1946

Davies-North Plains — Grading — Sunset Highway

Contract #2775 — Prefix 34-1042

Sound Construction & Engineering Company, Contractors

C. M. Cornett, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	75%				$2,642.21	$1,950.00
Struct. Excavation	1,152	Cu. Yd.	$2.00	$2.00	2,307.35	2,304.50
Gen. Excav., Unclass.	386,075	" "	0.18	0.17	67,956.57	65,632.75
Overhaul	210,000	Yd. Sta.	0.01	0.01	2,115.75	2,100.00
Truck Haul	158,000	Yd. Mi.	0.15	0.12	23,842.20	18,960.00
Rounding Cutbanks	16,100	Lin. Ft.	0.04	0.10	600.03	1,610.00
Placing 18" Conc. Pipe	45	Lin. Ft.	1.05	1.00	47.35	45.00
" 24" " "	54	" "	0.50	1.40	26.98	75.60
" 36" " "	142	" "	1.16	2.00	164.72	284.00
12" Corr. Metal Culv. Pipe	40	" "	1.40	1.60	56.04	64.00
12" Conc. Culv. Pipe	471	" "	1.02	1.40	481.85	659.40
18" " " "	1,513	" "	1.96	2.70	2,971.38	4,085.10
24" " " "	579	" "	2.72	3.90	1,575.14	2,258.10
30" " " "	271	" "	3.87	5.00	1,049.44	1,355.00
36" " " "	164	" "	5.51	6.80	903.52	1,115.20
*Class "A" Concrete	238	Cu. Yd.	38.79	38.00	9,230.83	9,044.00
*Metal Reinforcement	29,000	Lb.	0.087	0.085	2,513.49	2,465.00
Concrete Catch Basins	1	Each	66.48	65.00	66.48	65.00
Sprinkling	21	M-Gal.	3.49	1.80	73.45	37.80
PA #1, Struct. Excav.	780	Cu. Yd.	0.68	2.00	528.02	1,560.00
PA #1, 84" Metal Pipe	56	Lin. Ft.	23.02	22.85	1,288.89	1,279.60
PA #1, Gravel Backfill	807	Cu. Yd.	2.91	3.10	2,347.82	2,501.70
PA #1, 72" x 44" Arch Type Metal Pipe	896	Lin. Ft.	14.41	15.90	12,907.73	14,246.40

NOTED
State Highway Engineer

Davies-North Plains
Cost Analysis to October 19th, 1946

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*PA #1, Class "A" Conc.	108	Cu. Yd.	$38.67	$38.00	$4,175.78	$4,104.00
*PA #1, Metal Reinforc.	4,700	Lbs.	0.086	0.085	406.50	399.50
PA #1, 90" Sectional Culv.	110	Lin. Ft.	23.76	25.57	2,613.79	2,812.70
PA #1, Hand Tamped Backfill	475	Cu. Yd.	1.77	1.70	841.97	807.50
3"-0" Mat'l. in Surf.	2,490	" "	3.05	3.00	7,601.28	7,470.00
Force Account					97.01	100.77
					$151,433.57	149,392.62

Total Cost	$151,433.57
Gross Revenue	149,392.62
Net Loss	$2,040.95

Net Loss Equals 1.4% of Gross Revenue

* Sub-contracted to Lockyear & White

Davies-North Plains

Detail of Cost

Labor:

Supervision (Supt., Officeman & Engineer)	$4,007.50	
Labor	40,749.23	
State Industrial Accident Insurance	2,237.84	
Social Security	447.57	
Unemployment Insurance	1,342.70	
		$48,784.84

Materials:

12" Corr. Metal Pipe	40 Lin. Ft.	at	$1.04	$41.60
12" Concrete Culv. Pipe	471 "	"	" 0.65	306.15
18" " " "	1,513 "	"	" 1.40	2,118.20
24" " " "	579 "	"	" 1.90	1,100.10
30" " " "	271 "	"	" 2.75	745.25
36" " " "	164 "	"	" 3.75	615.00
3"-0" Pit Run Gravel	2,490 Cu. Yd. in Place	"	3.00	7,470.00
Pit Run Gravel Backfill	807 Cu. Yd.	at	2.35	1,896.45
72" x 44" Arch Type Metal Pipe	896 Lin. Ft.	"	11.24	10,071.04
84" Corr. Metal Culv. Pipe	56 "	"	" 17.80	996.80
90" Multi-Plate Culv. Pipe	110 "	"	" 17.41	1,915.10
84" Bands	2 Only		" 28.44	56.88
72" x 44" Bands	32 "		" 22.49	719.68
				28,052.25

Equipment Rental & Miscellaneous Expense:

Equipment Rental	$37,997.42	
Gas, Oil & Grease	7,067.32	
Move In, Freight & Cartage	3,479.84	
Miscellaneous Supplies & Small Tools	1,900.07	
Public Liability Insurance	447.56	
Field Office Expense	280.91	
Bond	1,095.14	
Home Office & General Overhead	5,840.72	
		58,108.98

Payments to Lockyear & White, Sub-contractors:

Class "A" Concrete	346 Cu. Yds.	at	$38.00	$13,148.00
Metal Reinforcement	33,700 Lbs.	"	0.085	2,864.50
Structural Excavation	237.5 Cu. Yd.	"	2.00	475.00
				16,487.50

Total Cost $151,433.57

Davies-North Plains

REMARKS:

This contract, which required the grading of a 7.23-mile section of the Sunset Highway, was bid and awarded on January 18th, 1946. On October 19th, 73% of the work had been completed.

Clearing work consisted principally of cleaning up the work which had previously been done by the W.P.A. forces.

The excavation was all common material and was moved with 3 D-8's pulling 15-yard sinple-unit carryalls and from 6 to 8 12-yard Tournapulls. A 3/4-yard shovel and dragline was used for excavating a channel change. The grading was started on July 9th, and was suspended on October 19th, due to heavy rainfall. The excavation on the east end of the project was considerably handicapped by the extremely wet subsoil encountered at 6-foot depths in the cuts. This occasioned frequent shifting of the equipment along the job in order to allow the material to dry out. However, the grading on the west end of the project, which was in higher ground, was easily handled and progressed rapidly. The excavation shows a small loss at present, and it is doubtful if the contractor can recover this loss on next year's work, which is mainly on the east end of the project.

Rounding of cutbanks and sloping were accomplished with motor graders. The 3/4-yard dragline shovel was used for some of the structural excavation and for placing the larger culvert pipe. The tamping of dirt backfill required on PA #1 was done with a compressor and pneumatic tamping hammers. Lockyear & White constructed the box culverts and pipe headwalls and 3" - 0" surfacing was furnished and placed by Homer Johnson.

The loss on this contract was due to the inadequate bid for the extremely wet subsoil in the cuts, which slowed down the grading equipment. The job was well equipped and supervision was good.

E. H. Clymer
Cost Analyst

By

V. R. Jones

RECEIVED
NOV 7 1946
FOR FILING

F 186(9)

November 6, 1946

Sound Construction & Engineering Co.
1405 East 45th Street
Seattle 7,
Washington

Gentlemen:

The State Highway Commission, at it's meeting on October 29, 1946, granted you an extension of time, from October 31, 1946 to June 15, 1947, without penalty, in connection with contract No. 2778 for grading on the Davies-North Plains Section of the Wolf Creek Highway in Washington County. This completion date was established notwithstanding the fact that an extension to July 15, 1947 was requested.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gleiger
Secretary

cc

cc: W. C. Williams

MONTANA
OREGON
WASHINGTON

RECEIVED
OCT 25 1946
FOR FILING

F-186(9)

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

October 24, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal, including special provisions, for Oregon Project No. F-186(9), Davies - Gardner Ranch Section of the Sunset Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

By: H A Stoddart
H. A. Stoddart
Sr. Highway Engineer.

Encl.

RECEIVED
OCT 25 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 3 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

F-186(9)

October 23, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-186(9)
Davies-Gardner Ranch Section
of the Sunset Highway.

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for the signature of the Commission. Please return both copies. After Public Roads execution one will be returned for your files with copy of pertinent Treasury Certificate.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Canfield
L. J. Canfield
Principal Highway Engineer

Encls.

RECEIVED
OCT 25 1946
OREGON
STATE HIGHWAY COMMISSION

J. C
10/25/46

RECEIVED
OCT 28 1946
FOR FILING

F-186-9

October 23, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work covering backfill and protection from waste on the Davies Overcrossing and West Fork Daisy Creek Bridge on the Davies-North Plains Section of the Summit Highway, Contract No. 6776, in connection with Federal Aid Project No. F-186 (9).

Slopes underneath the West Fork Daisy Creek Bridge have been badly eroded by storm wash and the ends of the bridge undermined.

It is also necessary to place hand tamped backfill at the Davies Overcrossing where the east end of the bridge was raised after settlement.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

EHP:EM

RECEIVED
OCT 14 1946
FOR FILING

F-186-9

October 9, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2778, Davies-North Plains Section of the Sunset Highway, F-186 (9), to the Sound Construction and Engineering Company, from October 31, 1946, to July 15, 1947.

Materials encountered in the cuts greater than six feet contained an extremely high moisture content, making it impracticable to excavate or haul material, or to obtain the necessary compaction in the embankments. The contractor furnished sufficient personnel and equipment to complete the contract within the specified time limit, had not the above conditions prevailed.

Also, the inability of contractors on structures on this same section to obtain materials will delay the completion of short sections adjacent to the structures until next spring.

I would recommend that the request be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc H. G. Smith

RECEIVED
APR 3 1947
FOR FILING

F. 186(9)

September 26, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate on basis for project agreement for the Davies-Gardiner Bench Section, Project No. F-186 (9).

Very truly yours,

H. H. Baldock
State Highway Engineer

JHB:JT
Encl.

January 23, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement for the Mountaindale Undercrossing Structure, Project No. F-186 (9).

One set of blueprint plans and five bid proposals are being sent under separate cover.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWM:GS
Encl.

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

January 18, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the award of contract for Oregon F-186(9), the Davies - North Plains Section of the Wolf Creek Highway, to the Sound Construction and Engineering Company, Seattle, Washington, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 23 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DISTRICT ONE
Division 8

January 18, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the award of contract for Oregon F-186(9), the North Plains - Gardiner Ranch Section of the Wolf Creek Highway, to the Sound Construction and Engineering Company, Seattle, Washington, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 23 1946
OREGON
STATE HIGHWAY COMMISSION

FILE OK

December 27, 1945

Mr. T. E. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland, 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Davies-Gardiner Ranch Section, Project No. F-186 (9).

One set of blue print plans and six copies of bid proposals are being sent under separate cover.

Your attention is called to the change in the beginning of project (sta. 2143+50) to that given in the program (sta. 2120+00) which involves a shortening in length of project of approximately 0.4 mile. This change is due to error in the program. While a certain amount of materials are being secured from slides on the previously graded section (sta. 2120 to 2143+50), this portion correctly should not be included in the length of project.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GED

Enc.

DAVIES-GARDNER RANCH SECTION

PROJECT NO. F-186 (9)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 26, 1945

Oregon State Highway Department — Federal Aid Project No. F-186 (9)

DAVIES-GARDNER RANCH SECTION OF THE WOLF CREEK HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 26, 1945

All Required		Lands, Rights of Way, Etc.		$ 50,000.00
Davies-North Plains Section (Sta. 214+50 to 252+36)				
All Required		Clearing and Grubbing		$ 4,000.00
2,300	cu. yds.	Structural Excavation, Unclassified	$ 2.00	4,600.00
507,000	cu. yds.	General Excavation, Unclassified	.25	126,750.00
301,000	yd. stas.	Overhaul	.02	6,020.00
274,000	yd. mi.	Truck Haul	.15	41,100.00
19,000	lin. ft.	Rounding Cutbanks	.12	2,280.00
7.23	miles	Finishing Roadbed and Slopes	500.00	3,615.00
150	lin. ft.	15" Corr. Metal Culvert Pipe	2.00	300.00
770	lin. ft.	12" Concrete Culvert Pipe	2.00	1,540.00
1,990	lin. ft.	18" Concrete Culvert Pipe	3.00	5,970.00
770	lin. ft.	24" Concrete Culvert Pipe	4.50	3,465.00
210	lin. ft.	30" Concrete Culvert Pipe	6.00	1,260.00
230	lin. ft.	36" Concrete Culvert Pipe	8.00	1,840.00
100	lin. ft.	48" Concrete Culvert Pipe	12.00	1,200.00
4	only	Concrete Catch Basins	50.00	200.00
220	cu. yds.	Class "A" Concrete	40.00	8,800.00
28,000	lbs.	Metal Reinforcement	.08	2,240.00
3,500	cu. yds.	3" - 0" Material in Surfacing	3.75	13,125.00
1,100	cu. yds.	3/4" - 0" Material in Surfacing	4.00	4,400.00
120	M-gals.	Sprinkling	2.00	240.00
				$232,045.00
North Plains-Gardner Ranch Section (Sta. 252+36 to 270+00)				
All Required		Clearing and Grubbing		$ 10,000.00
900	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,800.00
127,000	cu. yds.	General Excavation, Unclassified	.26	33,020.00
117,000	yd. stas.	Overhaul	.02	2,340.00

41,000	yd. mi.	Truck Haul	$ .15	$ 6,150.00
2,100	lin. ft.	Rounding Cutbanks	.15	315.00
3.3	miles	Finishing Roadbed and Slopes	500.00	1,650.00
400	lin. ft.	6" Concrete Drain Pipe	.75	300.00
570	lin. ft.	12" Concrete Culvert Pipe	2.00	1,140.00
940	lin. ft.	18" Concrete Culvert Pipe	3.00	2,820.00
240	lin. ft.	30" Concrete Culvert Pipe	6.00	1,440.00
150	lin. ft.	48" Concrete Culvert Pipe	12.00	1,800.00
120	cu. yds.	Rock or Gravel Backfill in Drains	4.00	480.00
56	cu. yds.	Class "A" Concrete	40.00	2,240.00
5,000	lbs.	Metal Reinforcement	.08	400.00
				$ 65,935.00
		Subtotal		$297,900.00
		10% Engr. & Cont.		29,790.00
		Total		$327,770.00

McKay Creek Bridge (Sta. 2692+72.5 to 2693+77.5)

1,560	lin. ft.	Furnish Treated Piling	$ 1.25	$ 1,950.00
30	only	Drive Piles	30.00	900.00
95	cu. yds.	Class "A" Concrete	38.00	3,610.00
20,000	lbs.	Metal Reinforcement	.065	1,300.00
30	M-FBM	Treated Lumber	140.00	4,200.00
230	lin. ft.	Metal Handrail	8.00	1,840.00
		Subtotal		$ 13,800.00
		10% Engr. & Cont.		1,380.00
		Total		$ 15,180.00

Length of Roadway- - - - - - - - - - - - - - - - - 10.411 miles
Length of Bridge - - - - - - - - - - - - - - - - - .020 mile
Length of 3 Structures (Sta. 2149+06.9 to 2154+22.4)(Sta. 2191+08 to 2191+98)(Sta. 2419+08 to 2420+08) and 1 proposed structure (Sta. 2479+85 to 2483+46)(Exception) - .202 mile
Total Length - - - - - - - - - - - - - - - - - - 10.633 miles
Cost per mile, Roadway - - - - - - - - - - - - - $31,483.81

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 50,000.00	$ 24,750.00	$ 25,250.00
Roadway	327,770.00	203,220.00	124,550.00
Bridge	15,180.00	9,412.00	5,768.00
	$392,950.00	$237,390.00	$155,568.00

NON-PARTICIPATING ITEMS

92	lin. ft.	Placing 12" Corr. Metal Pipe	$1.00	$ 92.00
45	lin. ft.	Placing 15" Concrete Culvert Pipe	1.50	67.50
78	lin. ft.	Placing 24" Concrete Culvert Pipe	2.00	156.00
120	lin. ft.	Placing 36" Concrete Culvert Pipe	3.00	360.00
				$ 675.50

DAVIES-GARDNER RANCH SECTION

PROJECT NO. F-186(9)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

by

S. H. Probert
Office Engineer

January 25, 1946

Oregon State Highway Department

Federal Aid Project
No. F-186 (9)

DAVIES-GARDNER RANCH SECTION OF THE
WOLF CREEK HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 25, 1946

All Required		Lands, Rights of Way, Etc.		$ 50,000.00

Davies-North Plains Section (Sta. 2143+50 to 2525+36)
(Contract No. 2778)

All Required		Clearing and Grubbing		$ 2,600.00
2,300	cu. yds.	Structural Excavation, Unclassified	$ 2.00	4,600.00
507,000	cu. yds.	General Excavation, Unclassified	.17	86,190.00
301,000	yd. sta.	Overhaul	.01	3,010.00
274,000	yd. mi.	Truck Haul	.12	32,880.00
19,000	lin. ft.	Rounding Cutbanks	.10	1,900.00
7.23	miles	Finishing Roadbed and Slopes	550.00	3,976.50
150	lin. ft.	12" Corr. Metal Culvert Pipe	1.60	240.00
770	lin. ft.	12" Concrete Culvert Pipe	1.40	1,078.00
1,990	lin. ft.	18" Concrete Culvert Pipe	2.70	5,373.00
970	lin. ft.	24" Concrete Culvert Pipe	3.90	2,823.00
210	lin. ft.	30" Concrete Culvert Pipe	5.00	1,050.00
230	lin. ft.	36" Concrete Culvert Pipe	6.80	1,564.00
100	lin. ft.	48" Concrete Culvert Pipe	10.00	1,000.00
4	only	Concrete Catch Basins	65.00	260.00
220	cu. yds.	Class "A" Concrete	38.00	8,360.00
28,000	lbs.	Metal Reinforcement	.085	2,380.00
3,500	cu. yds.	3" - 0" Material in Surfacing	3.00	10,500.00
1,100	cu. yds.	3/4" - 0" Material in Surfacing	3.00	3,300.00
120	M-gals.	Sprinkling	1.80	216.00
				$172,700.50

North Plains-Gardner Ranch Section (Sta. 2525+36 to 2705+00)
(Contract No. 2779)

All Required		Clearing and Grubbing		$ 6,200.00
900	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,800.00
127,000	cu. yds.	General Excavation, Unclassified	.165	20,955.00

117,000	yds. abs.	Overhaul	$ .01	$ 1,170.00
41,000	yds. mi.	Trunk Haul	.12	4,920.00
2,100	lin. ft.	Rounding Cutbanks	.15	315.00
3.38	miles	Finishing Roadbed and Slopes	400.00	1,352.00
400	lin. ft.	6" Concrete Drain Pipe	.55	220.00
570	lin. ft.	12" Concrete Culvert Pipe	1.40	798.00
940	lin. ft.	18" Concrete Culvert Pipe	2.70	2,538.00
240	lin. ft.	30" Concrete Culvert Pipe	5.00	1,200.00
150	lin. ft.	48" Concrete Culvert Pipe	10.00	1,500.00
120	cu. yds.	Rock or Gravel Backfill in Drains	3.00	360.00
56	cu. yds.	Class "A" Concrete	38.00	2,128.00
5,000	lbs.	Metal Reinforcement	.085	425.00
				$ 42,881.00
			Lump Sum Reduction	3,000.00
				$ 42,881.00
			Subtotal	$215,981.50
			10% Engr. & Cont.	21,558.15
			Total	$237,139.65

Mountaindale Undercrossing (Sta. 2452+99)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
260	cu. yds.	Structural Excavation	$ 5.00	1,300.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
205	cu. yds.	Class "A" Concrete	38.00	7,790.00
44,000	lbs.	Metal Reinforcement	.07	3,080.00
275	lin. ft.	Metal Handrail	8.00	2,200.00
180	lin. ft.	6" Concrete Pipe	1.50	270.00
				$ 16,840.00

McKay Creek Bridge (Sta. 2592+72.5 to 2593+77.5)
(Contract No. 2773)

1,560	lin. ft.	Furnish Treated Piling	$ 1.08	$ 1,684.80
30	emly	Drive Piles	23.00	690.00
95	cu. yds.	Class "A" Concrete	32.50	3,087.50
20,000	lbs.	Metal Reinforcement	.075	1,500.00
30	M-FBM	Treated Lumber	172.00	5,160.00
230	lin. ft.	Metal Handrail	9.25	2,127.50
				$ 14,249.80
			Subtotal	$ 31,089.80
			10% Engr. & Cont.	3,108.98
			Total	$ 34,198.78

Length of Roadway -	10.411 miles
Length of Bridge -	.029 mile
Length of 4 Structures (Sta. 2149+06.9 to 2154+22.4)(Sta. 2191+98 to 2191+98) (Sta. 2419+98 to 2420+98) and (Sta. 2479+85 to 2483+46) (Exception) - - - - - - - -	.202 mile
Total Length -	10.431 miles
Cost per mile, Roadway - - - - - - - - - - - - - - - -	$22,777.79

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 50,000.00	$ 24,750.00	$ 25,250.00
Roadway	237,139.63	137,550.00	99,589.63
Bridge	34,198.78	19,840.00	14,358.78
	$321,338.43	$182,140.00	$139,198.43

NON-PARTICIPATING ITEMS

92	lin. ft.	Placing 12" Corr. Metal Pipe	$ .35	$ 32.20
45	lin. ft.	Placing 18" Concrete Culvert Pipe	1.00	45.00
78	lin. ft.	Placing 24" Concrete Culvert Pipe	1.40	109.20
120	lin. ft.	Placing 36" Concrete Culvert Pipe	2.00	240.00
				$ 426.40

Oregon State Highway Department

Federal Aid Project No. F-186 (9)

DAVIES-GARDNER RANCH SECTION OF THE BURNT HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 14, 1946

Davies-North Plains Section (Sta. 2143+50 to 2525+36)
(Contract No. 2778)

All Required		Clearing and Grubbing			$ 2,600.00
2,300	cu. yds.	Structural Excavation, Unclassified	$ 2.00	4,600.00	
507,000	cu. yds.	General Excavation, Unclassified	0.17	86,190.00	
301,000	yd. sta.	Overhaul	0.01	3,010.00	
274,000	yd. mi.	Truck Haul	0.12	32,880.00	
19,000	lin. ft.	Rounding Cutbanks	0.10	1,900.00	
7.23	miles	Finishing Roadbed and Slopes	550.00	3,976.50	
150	lin. ft.	12" Corr. Metal Culvert Pipe	1.60	240.00	
770	lin. ft.	12" Concrete Culvert Pipe	1.40	1,078.00	
1,990	lin. ft.	18" Concrete Culvert Pipe	2.70	5,373.00	
970	lin. ft.	24" Concrete Culvert Pipe	3.90	2,223.00	
210	lin. ft.	30" Concrete Culvert Pipe	5.00	1,050.00	
230	lin. ft.	36" Concrete Culvert Pipe	6.80	1,564.00	
100	lin. ft.	48" Concrete Culvert Pipe	10.00	1,000.00	
4	only	Concrete Catch Basins	65.00	260.00	
220	cu. yds.	Class "A" Concrete	38.00	8,360.00	
28,000	lbs.	Metal Reinforcement	0.085	2,380.00	
3,500	cu. yds.	3" - 0" Material in Surfacing	3.00	10,500.00	
1,100	cu. yds.	3/4" - 0" Material in Surfacing	3.00	3,300.00	
120	M-gals.	Sprinkling	1.80	216.00	
					$172,780.50

North Plains-Gardner Ranch Section (Sta. 2525+36 to 2705+00)
(Contract No. 2779)

All Required		Clearing and Grubbing			$ 6,200.00
900	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,800.00	
127,000	cu. yds.	General Excavation, Unclassified	0.165	20,955.00	
117,000	yd. sta.	Overhaul	0.01	1,170.00	
41,000	yd. mi.	Truck Haul	0.12	4,920.00	
2,100	lin. ft.	Rounding Cutbanks	0.15	315.00	
3.38	miles	Finishing Roadbed and Slopes	400.00	1,352.00	

400	lin. ft.	6" Concrete Drain Pipe	$ 0.55	$ 220.00
570	lin. ft.	12" Concrete Culvert Pipe	1.40	798.00
940	lin. ft.	18" Concrete Culvert Pipe	2.70	2,538.00
240	lin. ft.	30" Concrete Culvert Pipe	5.00	1,200.00
150	lin. ft.	48" Concrete Culvert Pipe	10.00	1,500.00
120	cu. yds.	Rock or Gravel Backfill in Drains	3.00	360.00
56	cu. yds.	Class "A" Concrete	38.00	2,128.00
5,000	lbs.	Metal Reinforcement	0.085	425.00
				$ 45,881.00
		Lump Sum Reduction		3,000.00
				$ 42,881.00
		Subtotal		$215,581.30
		10% Engr. & Cont.		21,558.15
		Total		$237,139.45

Mountaindale Undercrossing (Sta. 2457+00)
(Contract No. 2801)

All Required		Shoring, Cribbing, Etc.		$ 300.00
260	cu. yds.	Structural Excavation	$ 3.00	780.00
20	cu. yds.	Structural Excavation, Below Elevation Shown	5.00	100.00
205	cu. yds.	Class "A" Concrete	43.00	8,815.00
44,000	lbs.	Metal Reinforcement	0.07	3,080.00
273	lin. ft.	Metal Handrail	6.50	1,787.50
180	lin. ft.	6" Concrete Pipe	0.80	144.00
				$ 15,006.50

McKay Creek Bridge (Sta. 2592+72.5 to 2597+77.5)
(Contract No. 2773)

1,560	lin. ft.	Furnish Treated Piling	$ 1.08	$ 1,684.80
30	only	Drive Piles	23.00	690.00
95	cu. yds.	Class "A" Concrete	32.50	3,087.50
20,000	lbs.	Metal Reinforcement	0.075	1,500.00
30	M-FBM	Treated Lumber	172.00	5,160.00
230	lin. ft.	Metal Handrail	9.25	2,127.50
				$ 14,249.80
		Subtotal		$ 29,256.30
		10% Engr. & Cont.		2,925.63
		Total		$ 32,181.93

Length of Roadway- - - - - - - - - - - - - - - - - - 10.411 miles
Length of Bridge - - - - - - - - - - - - - - - - - - .020 mile
Length of 4 Structures (Sta. 2149+06.5 to 2154+22.4) (Sta. 2191+08 to 2191+98) (Sta. 2419+08 to 2420+08) and (Sta. 2479+85 to 2483+46) (Exception)- - - - - - - - .202 mile
Total Length - 10.431 miles
Cost per mile, Roadway - - - - - - - - - - - - - - - $22,777.79

SUMMARY OF WORK

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$237,139.65	$137,550.00	$ 99,589.65
Bridge	32,181.93	18,660.00	13,521.93
	$269,321.58	$156,210.00	$113,111.58

NONPARTICIPATING ITEMS

92	lin. ft.	Placing 12" Corr. Metal Pipe	$ 0.35	$ 32.20
45	lin. ft.	Placing 18" Concrete Culvert Pipe	1.00	45.00
78	lin. ft.	Placing 24" Concrete Culvert Pipe	1.40	109.20
120	lin. ft.	Placing 36" Concrete Culvert Pipe	2.00	240.00
				$ 426.40

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED

Press Statement To
RECEIVED
FOR FILING

Division 6

July 24, 1946

E-186-9

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Price Agreement No. 1, dated July 5, 1946 and covering a price for surfacing to be used on three county road crossings on Oregon Federal Aid Project F-186(9), Davies-Gardiner Ranch Section of the Sunset Highway.

We note the price proposed is $3.90 per cu. yd. for surfacing material, which is the bid price for surfacing on the Berger Ranch-Barnes Road Section, F-186(8). However, the two contracts on project F-186(9), are under the same contractor and there is a bid price of $3.00 per cu. yd. for surfacing materials included in one of these contracts, therefore, we believe the price agreement now submitted should have reflected the bid price of $3.00 since both contracts constitute one Federal Aid project.

Under these circumstances, the price of $3.90 per cu. yd. is not considered satisfactory for approval for Federal participation.

Very truly yours,

NOTED
State Highway Engineer

T. M. DAVIS
District Engineer

RECEIVED
JUL 25 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 7 1946
FOR FILING

F 186-9

May 28, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering the building of a temporary detour road from Station 2453+00 to Station 2467+50 on the Davis-North Plains Section, Contract No. 2776, in connection with F. A. Project No. F-186 (9).

This work is specified in the contract as "Extra Work."

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

Encl.

RECEIVED
APR 29 1946
FOR FILING

F186-(9)

April 25, 1946

Mr. T. E. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

Herewith we enclose price agreements for multiple pipe culvert installations at Stations 2414 and 2423 of the Burns-North Fields Section, Project F-186 (9).

To avoid awaiting approval from Washington, payment for these structures will be made from State funds without federal participation.

Blueprint copies of the plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GEB

Enc.

RECEIVED
FEB 20 1946
FOR FILING

F 186-9

February 19, 1946

Sound Construction & Engineering Co.,
1403 West 45th Street
Seattle 7
Washington

Gentlemen:

We are sending you today, by express, fully executed copies of the following contracts which were awarded to you by the State Highway Commission:

Contract No. 2772 covering grading on the Berger Ranch-Barnes Road Section of the Wolf Creek Highway, awarded January 17, 1946.

Contract No. 2778 covering grading on the Davies-North Fisher Section of the Wolf Creek Highway, awarded January 18, 1946.

Contract No. 2779 covering grading on the North Fisher-Gardner Ranch Section of the Wolf Creek Highway, awarded January 18, 1946.

This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glasgyer
Secretary

gl

R ED
FOR FILING

E186 (9)

#2778

January 23, 1946

Sound Construction & Engr. Co.
1403 East 45th Street
Seattle 7, Washington

Gentlemen:

We are sending you today, by express, four copies each of the following contracts which were awarded to you by the State Highway Commission:

Contract No. 2772, covering grading on the Berger Ranch-Barnes Road Section of the Wolf Creek Highway, awarded on January 17, 1946.

Contract No. 2773, covering grading on the Davies-North Plains Section of the Wolf Creek Highway, awarded on January 18, 1946.

Contract No. 2779, covering grading on the North Plains-Gardner Ranch Section of the Wolf Creek Highway, awarded on January 18, 1946.

Kindly execute all four copies each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you, for your records and files, of each contract. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

H. H. Gladgrow
Secretary

el

January 21, 1946

Sount Construction & Engineering Co.
1403 West 45th Street
Seattle, Washington

Gentlemen:

The State Highway Commission, on January 17 and 18, 1946, awarded you the contracts for the following construction projects:

Berger Ranch-Barnes Road Section of the Wolf Creek Highway, in Washington County, based on your low bid of $150,759.40.

#2778

Davies-North Plains Section of the Wolf Creek Highway, in Washington County, based on your low bid of $173,126.90, in combination with the North Plains Gardner Ranch Section project.

North Plains-Gardner Ranch Section of the Wolf Creek Highway, in Washington County, based on your low bid of $45,881, in combination with the Davies-North Plains Section project with the qualification that there would be a $3,000 reduction if awarded both projects.

Contract forms for these three projects will be forwarded to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

cc

F-186(T)

2778

CROSS REFERENCE SHEET

Name or Subject

File No.

Regarding Power of Attorney
Sound Const. Co.
Contracts 2772, 2778, 2779

Date 1/18/46

SEE

Name or Subject

F-186 (S)
#2772

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."

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JUL 12 1946
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

F-186-9

January 2, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project F-186(9), the Davies-Gardner Ranch Section of the Wolf Creek Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

At Mr. Probert's request, the estimate has been revised to delete the item for rights-of-way.

The length of the project has been altered to reduce the mileage shown by the length of the bridge exceptions.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 5 1946
OREGON
STATE HIGHWAY COMMISSION

Copy to Mr. Baldock

December 31, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, 8, Oregon

Dear Sir:

With reference to landscaping on the portions of the Wolf Creek Highway which are to be graded and paved as parts of the three-year post-war federal aid program, we propose treatment such as was used on the Pringle Creek-Taylor Creek Section of the Pacific Highway south of Salem. This treatment consisted of a more or less general seeding of roadbed slopes and of group plantings of shrubs and trees at points where such plantings could be used effectively.

Detailed plans for the landscaping have not been developed as yet but will be prepared during the months to come with the view of having the work performed immediately following completion of the pavement.

The foregoing applies to the following projects scheduled for letting in January: F-186 (8) and F-186 (9).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

F-186(9) North Plains-Gardner Sec., 1946
Wolf Cr. Hwy.
#2779

RECEIVED
AUG 26 1948
FOR FILING

F-186 (9)

2779

August 25, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are five copies of materials report, Form PR 47-A, as prepared by the engineer on Contract No. 2779, North Plains-Gardner Roads Section, Project No. F-186 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP/gs

Encl.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

August 19, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of December 30, 1947 relative to the submission of Form PR-47-A for the various contracts under Oregon Project F-186(9), the Davies-North Plains Section of the Sunset Highway. At that time you advised that the form for contract 2779 would be forwarded to us as soon as received from the field. We are still holding our final reports pending receipt of this materials and employment form and would appreciate receiving this form at your earliest convenience.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG 21 1948
OREGON
STATE HIGHWAY COMMISSION

COPY

F186

2779

January 22, 1948

RECEIVED
MAR 3
FOR FILING

Balzer Machinery Company
2136 S. E. Eighth Avenue
Portland 14, Oregon

Attention: Mr. R. L. Balzer
Manager

Dear Mr. Balzer:

Reply is made to your letter of January 21, requesting the procedure to be followed in filing a claim against a subcontractor on state highway construction work to enable you to file such a claim legally against a subcontractor under the Saund Construction Company who has been operating near Cedar Mills.

To give you the information desired, I am enclosing a mimeographed copy of that portion of the Oregon Laws which covers the matter. I think this is self-explanatory, although I might state that the bond furnished by the original contractor on the job can be held responsible and liable for claims against subcontractors on the job.

The obligation of the bond furnished by the original contractor automatically expires upon the expiration of a period of six months from the date of completion of the project and formal acceptance of it by the State Highway Commission; however, the time limit is extended if an affidavit of the claim is filed with the Secretary of State prior to the expiration of such period. When filing your claim with the Secretary of State we would appreciate it if you would also file a copy of it in this office for the Highway Commission's records. The enclosed law also explains how you may secure a certified copy of the contract. Upon receipt of the affidavit mentioned therein, we will be pleased to furnish you with such a copy.

The Sound Construction Company had three jobs on the Sunset Highway in the Cedar Mills district. Contract No. 2772 covers the grading of the Berger Ranch-Barnes Road Section; No. 2778 is for grading the Davies- North Plain Section; and No. 2779 is for grading the North Plains-Gardner Ranch Section. We are unable to determine from your letter on which of these three projects your subcontractor was engaged. If you will supply us with additional information we might then be able to give you a more detailed description of he project for use in filing your claim.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo 1/23

Files

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JAN 20 1948
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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

F-186 (9)

January 19, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	19807	2779	10-Final	Sound Constr. & Eng. Co.	1,182.25	321730	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This office has your acceptance notice on file for this job.

aaw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD
1-20-48

Approved _____
Secretary

RECEIVED
JAN 12 1948
FOR FILING

F-186 (9)

December 29, 1947

NOTED
H. B. GLAISYER

Seaboard Surety Company
80 John St.
New York 7, N. Y.

Gentlemen:

This is to advise you that State Highway Contract No. 2779 for work on the North Plains-Gardner Ranch Section of the Sunset Highway, in Washington County, has been completed by the contractor, Sound Construction & Engineering Co., and that final payment in the amount of $1,182.25 will be made on or after January 8, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $39,540.85, of which amount $93.18 represents the amount of force account items. This contract was completed on August 30, 1947 and accepted by the Commission on November 25, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

J. R.

Secretary

gl

cc: C. A. Tennessene, Agent
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
12-29-47

F-186(7)

RECEIVED
JAN 5 1948

R. H. Baldock

December 29th, 1947

FINAL COST ANALYSIS

North Plains-Gardner Ranch — Grading — Sunset Highway
Contract #2779 — Sound Construction & Engineering Co., Contractors — Prefix 34-1043
R. L. Porter, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$4,830.74	$6,200.00
Structural Excavation	611.28	Cu. Yd.	$1.74	$2.00	1,062.70	1,222.56
General "	119,526.2	" "	0.195	0.165	23,283.21	19,721.82
Overhaul	78,568	Yd. Sta.	0.012	0.01	927.10	785.68
Truck Haul	40,670.4	Yd. Mi.	0.142	0.12	5,758.93	4,880.45
Rounding Cutbanks	1,690	Lin. Ft.	0.04	0.15	67.60	253.50
Finishing Roadbed & Slopes	3.38	Mile	491.27	400.00	1,660.50	1,352.00
6" Concrete Drain Pipe	446	Lin. Ft.	0.45	0.55	200.70	245.30
12" Concrete Culvert Pipe	372	" "	1.16	1.40	430.80	520.80
18" " " "	912	" "	2.13	2.70	1,938.52	2,462.00
30" " " "	160	" "	4.03	5.00	644.97	800.00
48" " " "	96	" "	8.32	10.00	798.52	960.00
*Class "A" Concrete	46.03	Cu. Yd.	38.00	38.00	1,749.14	1,749.14
*Metal Reinforcement	4,667	Lb.	0.085	0.085	396.70	396.70
PA #1, 3"-0" Material in Surfacing	177	Cu. Yd.	3.90	3.90	690.30	690.30
PA #1, 3/4"-0" Material in Surfacing	55	" "	3.90	3.90	214.50	214.50
PA #2, Cement Adjustment in Favor of State	- 2.99	Bbl.		2.50		- 7.48
Force Account					84.76	93.18
Lump Sum Reduction						- 3,000.00
					$44,739.69	$39,540.45

Total Cost	$44,739.69
Gross Revenue	39,540.45
Net Loss	$5,199.24

Net Loss Equals 13.1% of Gross Revenue

W. C. WILLIAMS

North Plains-Gardner Ranch

Detail of Cost

Labor:

Supervision, Supt., Officement & Engineer	$2,289.89	
Labor	14,010.46	
State Industrial Accident Insurance	790.00	
Unemployment Insurance	477.00	
Social Security	157.30	
		$17,724.65

Materials:

6" Concrete Drain Pipe	446 lin. ft. at	$0.25	$111.50	
12" Concrete Culvert Pipe	372 " " "	0.635	235.95	
18" " " "	912 " " "	1.41	1,286.40	
30" " " "	160 " " "	2.75	440.00	
48" " " "	96 " " "	5.94	570.24	
				2,644.09

Equipment Rental & Miscellaneous Expense:

Equipment Rental	$14,664.28	
Gas, Oil & Grease	2,042.60	
Move In, Freight & Cartage	1,269.65	
Small Tools & Misc. Supplies	1,549.44	
Public Liability Insurance	110.07	
Bond	291.70	
Field Office Expense	202.57	
Home Office & General Overhead	1,170.00	
		21,320.31

Work Done by Lockyear & White:

Class "A" Concrete	46.03 cu. yd. at $38.00	$1,749.14	
Metal Reinforcement	4,667 Lbs. at $0.085	396.70	
			2,145.84

Work Done by Homer Johnson:

3"-0" Mat'l. in Surfacing	177 cu. yd. at $3.90	$690.30	
3/4"-0" Mat'l. in Surf.	55 " " " 3.90	214.50	
			904.80
			$44,739.69

North Plains-Gardner Ranch

Remarks:

This contract for the grading of a 3.38-mile section of the Sunset Highway was bid and awarded on January 18th, 1946. Work was started on May 20th, and was closed down for the year on November 16th, 1946. Work was resumed in the Spring on May 17th, and the job was completed on August 30th, 1947.

The clearing consisted principally of disposing of brush and stumps in areas which had previously been cleared by W.P.A. forces. A D-8 cat equipped with a brush dozer was used on this work, and a crew of 6 men piled and burned. Magnesium compound was used for burning with good results.

The excavation, which was all common, was moved by 3 to 4 D-8 cats pulling single-unit 15-yard scrapers and from 4 to 6 12-yard Tournapulls. Good progress was made on the grading until the top 6 feet of excavation had been removed. Soil containing a very high moisture content was then encountered which mudded up badly and the grading equipment was unable to operate efficiently. The contractor moved the equipment to an adjacent contract on August 7th, 1946 and did not resume work until May 17th, 1947. For the 1947 operations fewer equipment units were used and these were shifted frequently between the various cuts to allow the material to dry. Some of the grade required refinishing of the previous year's work. Sloping and rounding were done with a blade grader at a low cost.

As the cuts on this project were comparatively shallow the proportion of wet material to dry dirt was lower and the contractor's loss on excavation was not as large as on the other two contracts which were held on this highway. If the contractor had not given the lump sum reduction of $3,000 the job loss would have been only 5% instead of the 13% now shown. Supervision was good and equipment adequate, but the bid price was not sufficient for the wet material.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

Form E-1—5M—8-47

F-184 (9)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 29, 1947

Section NORTH PLAINS-GARDNER RANCH

Highway SUNSET

Contractor SOUND CONSTRUCTION & ENGINEERING CO.

Date of Contract January 18, 1946

Date work started May 20, 1946

Amount of contract $42,881.00

Kind of work Grading

Section prefix 34-1043

Contract number 2779

Date of completion Ext. Sep. 1 47 / October 31, 1946

Estimated date of completion August 30, 1947

Per cent of time elapsed Over 100 %

Estimated cost of completed project, exclusive of engineering $39,604.47

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 3,500.00, 136 %

Date project was completed 8-30-47, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final Estimate has been completed and will be submitted to the Division Engineer on probably Monday of next week.

RECEIVED
DEC 2 1947

NOTED
E.A. PLEASE
H.G. VINE

NOTED
RAY WEBER

Signed R. L. Porter

Address PO Box 4644, Portland 2.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.38				
Miles partially completed					
Miles completed	3.38				
Total estimated quantities	119,541 cy				
Estimated quantities moved or placed to date	119,541 cy				
Average daily quantities	2,000 cy				
Average daily quantities necessary to complete project on time	completed				
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels....., Power graders....., Rollers....., Mixers....., Crushing or screening plants.....

Compressors....., Bulldozers....., Sheep-foot rollers....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Fair		
Friday	"		
Saturday	"		

Form E-1—5M—8-47

F-186 (9)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 22, 19 47

Section NORTH PLAINS-GARDNER RANCH — Kind of work Grading

Highway SUNSET — Section prefix 34-1043

Contractor SOUND CONSTRUCTION & ENGINEERING CO. — Contract number 2779

Date of Contract January 18, 19 46 — Date of completion Ext. to Sep. 1 47 / October 31, 19 46

Date work started May 20, 19 46 — Estimated date of completion August 30, 19 47

Amount of contract . . . . . $ 42,881.00 — Per cent of time elapsed Over 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 45,569.24

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 3,200.00, 128 % — Date project was completed August 30, 19 47

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work continued this week on the semi-final estimate. The estimate is now practically complete and will be submitted very shortly.

NOTED
RAY WEBBER

NOV 24 1947

NOTED
E. A. PEASE

Signed R. L. Porter

Address PO Box 4644, Portland 2

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.38				
Miles partially completed					
Miles completed	3.38				
Total estimated quantities	127,000 cy				
Estimated quantities moved or placed to date	119,000 cy				
Average daily quantities	2,000 cy				
Average daily quantities necessary to complete project on time	Completed				
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels....., Power graders....., Rollers....., Mixers....., Crushing or screening plants.....

Compressors....., Bulldozers....., Sheep-foot rollers....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Fair		
Saturday			

Form E-1—SM—4-47

F-186(9)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 30, 19 47

Section NORTH PLAINS-GARDNER RANCH — Kind of work Grading

Highway SUNSET — Section prefix 34-1043

Contractor SOUND CONSTRUCTION & ENGINEERING CO. — Contract number 2779 Ext. to September 1 47

Date of contract January 18, 19 46 — Date of completion October 31, 19 46

Date work started May 20, 19 46 — Estimated date of completion September 1, 19 47

Amount of contract . . . . . $ 42,881.00 — Per cent of time elapsed Over 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 45,569.24

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 3,000.00, 1.17 % — Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor spent the week in blading roadbed and slopes and cleaning up the job. They expect to have the project completed this evening.

NOTED
E. A. PEASE

SEP 2 1947

Signed R. L. Porter

Address PO Box 4644, Portland 2

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.38				
Miles partially completed	3.38				
Miles completed	3.38				
Total estimated quantities	127,000 cy				
Estimated quantities moved or placed to date	118,000 cy				
Average daily quantities	2,000 cy				
Average daily quantities necessary to complete project on time	Completed				
Number shifts per day	1				
Hours per shift	9				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....1....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., Carryalls ....1....., Turnapulls ....2..... .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Showers		
Saturday	Cloudy		

STATE PRINTING DEPT.

RECEIVED
SEP 30 1947
FOR FILING

F-186(9)

2779

September 29, 1947

Seaboard Surety Company,
C. A. Tomassene,
Wilcox Building,
Portland 4, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to the Sound Construction and Engineering Company a portion of the funds that heretofore have been retained to the Commission in connection with contract No. 2779 for grading on the North Plains-Gardner Ranch Section of Wolf Creek Highway in Washington County. This payment, which is in the amount of $3,862.56, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,166.80. The present payment to the contractor will be made on or after October 9, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given to you because our records show that the Seabord Surety Company is surety on the bond furnished by the Sound Construction and Engineering Company, in connection with the above mentioned contract. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cs.

NOTED ON CARD

9-29-47

RECEIVED
AUG 1 1947
FOR FILING

F-186 (9)

July 31, 1947

Sound Construction and Engineering Co.
1403 West 45th Street
Seattle 7
Washington

Gentlemen:

The State Highway Commission, at its meeting on July 22, 1947, had under discussion your request for extensions of time on the following contracts:

Contract No. 2772, covering the Berger Ranch-Barnes Road Section of the Sunset Highway, extended from June 15 to September 1, 1947.

Contract No. 2778, for the Davies-North Plains Section of the Sunset Highway, extended from June 15 to September 1, 1947.

Contract No. 2779, covering the North Plains-Gardner Ranch Section of the Sunset Highway, extended from June 15 to September 1, 1947.

The Highway Commission extended the time limit on each of the above contracts to September 1, 1947, without penalty, with the understanding that if the job is not completed by that date a penalty shall be exacted according to the provisions of the respective contracts.

Also I wish to bring to your attention action taken by the Highway Commission at its meeting on June 16, 1947, with respect to the matter of allowing contractors extensions of time for completion of their work. You will recall that during the wartime emergency, when there was a shortage of labor and materials, the Commission was very lenient and granted all requests for extensions of time without penalty. The Commission considers that the conditions which prompted such action no longer exist and in view thereof decided to penalize contractors for failure to complete their projects within the specified

time limit, unless there is some special reason why the work could not be completed within such period. I do not know just what penalty will be imposed, but mention the action of the Commission so that you will be informed and can take such action as may be necessary to avoid it.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: W. C. Williams,
Division Engineer

RECEIVED
JUL 14 1947
FOR FILING

E-186(7)
F3779

July 1, 1947

COPY

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In regard to the extension of time for the Sound Construction and Engineering Company on the Davies-North Plains, North Plains-Gardner Ranch and Berger Ranch-Barnes Road sections of the Sunset Highway, advise that I do not think that the soil conditions which prevailed during the entire summer could have been anticipated by anyone. This was considered an ideal job by all the contractors and engineers and no one questioned but that the Sound Construction and Engineering Company had sufficient equipment to perform the work during last season. Our records or memory do not indicate that they moved any equipment from the job until it was absolutely stopped by the fall rains. They probably lost two weeks this spring in returning to the job since the unusually early drought in May was not anticipated and they had slightly underestimated the time required to complete the Dry Creek-Monument job. However, on the other hand, they moved wet slide material of about 7,000 yards which was not anticipated and have been continually bothered by the failure of the bridge contractors to complete the bridges.

Certainly no contractor could be expected to hold his equipment unused throughout the fall and winter merely to be sure that it was immediately available during the spring months. The surfacing contracts were let during September and October in Order that the contractors could crush and stock-pile their material for the summer's surfacing. Rogers has followed our suggestions in this respect and has all the surfacing crushed and is placing the rock on the Davies-North Plains Section.

Of course I am disappointed in the progress on the grading, but I feel and the Sound Construction and Engineering Company has a very competent superintendent and large organization and has done everything possible to further the progress of the work except to lose

a large sum of money by greatly increasing the equipment forces. Equipment and labor were very scarce last year. It was practically impossible to buy caterpillar equipment and, had it been possible, I do not feel that we would have been justified in insisting that the contractors go to that extreme to further the work. Since we are interested in cheap prices, I feel that presupposes economical methods of construction and I am not willing to recommend uneconomical methods because unexpected conditions are encountered.

I hope that with this explanation you will approve the extension without engineering penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. H. G. Smith

COPY

PUBLIC ROADS ADMINISTRATION
Federal Works Agency
Division Eight

P. O. Box 3900
Portland 8, Oregon

June 25, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

COPY

DearSir:

Reference is made to your letters of June 13th requesting concurrence in an extension of time to the Sound Construction Company from June 15th to September 1, 1947 on their three contracts for grading Oregon Projects F-186 (8) and (9), Davies to N. Plains, N. Plains to Gardner Ranch and Berger Ranch to Barnes Road sections of the Sunset Highway.

These contracts were awarded in January 1946 with the time for completion as October 31, 1946. Due to the extreme difficulty in drying out the cuts and fills, the contractors were forced to shift their operations back and forth and this we considered justified an extension to July 15th without penalty, but which as we recall was reduced by the Commission to June 15h. However, when this condition became apparent the contractor should have increased his equipment and forces since we note he did move off of one contract in the summer of 1946 and apparently did not return until the summer of 1947.

In the meantime the surfacing contracts were let during September and October 1946 with the time limits as the last of October and November 1947. It is thus evident that these projects will drag on for at least another year and delay the opening to the traveling public that much longer.

Under the circumstances we are not in favor of eliminating the penalty for additional extensions unless further extenuating causes which have not been brought out already justify such extensions.

Very truly yours,

(Signed)
T. M. DAVIS
District Engineer

COPY

RECEIVED
JUN 16 1947
FOR FILING

E-186(9)

June 13, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you concur in an extension of time from June 15, 1947, to September 1, 1947, on Contract No. 2779, North Plains-Gardner Ranch Section of the Sunset Highway, F-136 (9), to the Sound Construction and Engineering Company.

Due to the extreme amount of moisture encountered in cuts greater than six feet in depth, it has been impractical to haul or satisfactorily compact the material in the embankments, and has necessitated opening these cuts up and permitting them to air dry before moving the material.

Also inability of contractors on structures, which are under separate contract on this project, to obtain material has delayed completion of sections adjacent to the structures.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

RECEIVED
JUN 2 1947
FOR FILING

E-1P0(1)

COPY

Charge to the account of _____ $_____

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

[redacted]

MAY 5, 1947

SOUND CONSTRUCTION & ENGINEERING CO.
1403 W. 45TH
SEATTLE, WASHINGTON

IMPOSSIBLE FOR US TO WAIT ON SUNSET HIGHWAY WORK UNTIL SUPERINTENDENT BOOTS IS THROUGH WITH DRY CREEK-MONUMENT PROJECT, WHICH I ESTIMATE TO BE THREE WEEKS. JUNE IS ALWAYS A WET MONTH IN WESTERN OREGON, AND IF YOU DO NOT FINISH SUNSET HIGHWAY DURING MAY IT WILL PREVENT THE COMPLETION OF THE WORK THIS SEASON. IMPERATIVE WE HAVE A SUPERINTENDENT ON THE JOB TOMORROW CAPABLE OF ORGANIZING A FINISHING CREW AND PROCEEDING WITH THE WORK.

R. H. BALDOCK

RECEIVED
JUN 2 1947
FOR FILING

E-1K6 (G)

#1777

COPY

Charge to the account of $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 1ST, 1947

SOUND CONSTRUCTION & ENGINEERING COMPANY
1403 W. 5TH
SEATTLE, WASHINGTON

YOUR DELAY IN STARTING FINISHING OPERATION SUNSET HIGHWAY SERIOUSLY HAMPERING SURFACING CONTRACTORS. OTHER CONTRACTORS AT WORK. SOIL SUFFICIENTLY DRY FOR FINISHING OVER DAVIES-NORTH PLAINS AND OTHER SECTIONS. REQUEST START MAY 5TH WITHOUT FAIL.

R. H. BALDOCK

MONTANA
OREGON
WASHINGTON

RECEIVED
NOV 27 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

F-186(9)

November 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement and certificate for Oregon Federal Aid Project No. F-186(9), Davies-Gardner Ranch, Section of the Sunset Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 23 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

State Oregon WA8pr 7138

Federal Aid Project No. F-106(9)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of October, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of October, 19 [illegible], a project statement, which was approved on the 2nd day of November, 19 [illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [illegible] said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2nd day of January 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of One hundred fifty-six thousand two hundred ten and 00/100

dollars ($ 156,210.00) as the share of the United States payable under said act on account of [illegible] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State [illegible] (Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station [illegible] in the NE 1/4, Section 33, T-2-N, R-1-W, Willa., and survey station [illegible] in the NW 1/4, Sec. 16, T-1-N, R-2-W, Wills., except Sta. [illegible] - [illegible], Sta. [illegible] - [illegible], Sta. [illegible] - [illegible], and Sta. [illegible] - [illegible],

_____, length 10.451 miles, in Washington County, being Section [illegible] of Oregon Federal Aid project No. F-186(9), consisting of 10.421 miles of roadway and two bridges, each of more than 20 feet clear span, 0.030 of a mile in length.

16—11379 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

16—11370-1

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of One fifty-six thousand two hundred ten and 00/100 dollars ($156,210.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Two hundred sixty-nine thousand seven hundred forty-seven and 98/100 dollars ($269,747.98), the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Iowa 1939
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11379-1 GPO

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 119

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 20th day of November, 1946

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By C M Gallaugh
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
Secretary
(Title of officer)

By _____
(Title of officer)

RECOMMENDED FOR APPROVAL:

_____
STATE HIGHWAY ENGINEER

By _____
COMMISSIONER OF PUBLIC ROADS

Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11870

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Project No. Federal Aid 7-166(9) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $269,717.98 as the total estimated cost of said project, and the sum of $156,210.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Oregon this 20th day of November one thousand nine hundred and forty-six

COMMISSIONER OF PUBLIC ROADS

By [redacted]
Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—19139-1

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NOV 7 1946
FOR FILING

F186(9)

November 6, 1946

Sound Construction & Engineering Co.
1403 West 45th Street
Seattle 7,
Washington

Gentlemen:

The State Highway Commission, at it's meeting on October 29, 1946, granted you an extension of time, from October 31, 1946 to June 15, 1947, without penalty, in connection with contract No.2779 for grading on the North Plains-Gardner Ranch Section of the Wolf Creek Highway, in Washington County. This completion date was established notwithstanding the fact that an extension to July 15, 1947, was requested.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Chaimyer
Secretary

gl

cc: W. C. Williams

F-182(7)

R. H. Baldock

Cost Analysis to November 1st, 1946

North Plains-Gardner Ranch — Sunset Highway
Contract #2779 — Prefix 34-1043

Sound Construction & Engineering Company, Contractors
R. L. Porter, Resident Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$4,625.89	90%				$5,580.00
Struct. Exc., Unclass.	734.76	446	Cu. Yd.	$1.65	$2.00	892.00
General " "	15,769.15	91,775	" "	0.17	0.165	15,142.88
Overhaul	857.18	85,080	Yd. Sta.	0.01	0.01	850.80
Truck Haul	3,836.63	25,425	Yd. Mi.	0.15	0.12	3,051.00
Rounding Cutbanks	66.80	1,600	Lin. Ft.	0.04	0.15	240.00
Finishing Roadbed & Slopes						
6" Conc. Drain Tile	147.75	332	Lin. Ft.	0.45	0.55	182.60
12" Conc. Culvert	47.60	51	" "	0.93	1.40	71.40
18" " "	1,478.90	765	" "	1.93	2.70	2,065.50
30" " "	615.13	159	" "	3.89	5.00	795.00
48" " "	860.88	96	" "	8.97	10.00	960.00
*Class "A" Concrete	1,861.11	46	Cu. Yd.	40.46	38.00	1,748.00
*Metal Reinforcement	396.81	4,400	Lbs.	0.09	0.085	374.00
	$31,298.59					$31,953.18
Lump Sum Reduction - 75% of $3,000.00						- 2,250.00
					Net Gross Revenue	$29,703.18

Total Cost	$31,298.59
Net Gross Revenue	29,703.18
Net Loss	$1,595.41

Net Loss Equals 5.4% of Net Gross Revenue

* Sub-contracted to Lockyear & White

RECEIVED
NOV 18 1946
FOR FILING

North Plains-Gardner Ranch

Detail of Cost

Labor:

Supervision (Supt., Officeman & Engineer)	$782.00	
Labor	9,707.56	
State Industrial Accident Insurance	524.48	
Social Security	104.90	
Unemployment Insurance	314.69	
		$11,433.63

Materials:

6" Concrete Drain Tile	332 lin. ft. at	$0.25	$83.00	
12" Concrete Culv. Pipe	51 " " "	0.65	33.15	
18" " " "	765 " " "	1.44	1,101.60	
30" " " "	159 " " "	2.75	437.25	
48" " " "	96 " " "	5.94	570.24	
				2,225.24

Equipment Rental & Miscellaneous Expense:

Equipment Rental	$10,935.00	
Gas, Oil & Grease	1,252.35	
Move In, Freight & Cartage	869.96	
Small Tools & Misc. Supplies	851.93	
Public Liability Insurance	114.33	
Bond	239.65	
Field Office Expense	48.89	
Home Office & General Overhead	1,278.13	
		15,590.24

Payments to Lockyear & White, Sub-contractors:

Class "A" Concrete	46 cu. yd. at $38.00	$1,748.00	
Metal Reinforcement	4,400 lbs. at $0.085	374.00	
			2,122.00

Total	$31,371.11
Credit for Unpaid Force Account	- 72.52
Net Total Cost	$31,298.59

North Plains-Gardner Ranch

REMARKS:

This contract, which required the grading of a 3.38-mile section of the Sunset Highway, was bid and awarded on January 18th, 1946. The contractor started work on May 20th, and on November 1st, 1946, the work was 75% complete.

The clearing consisted principally of disposing of brush and stumps in areas which had previously been cleared by W.P.A. forces. A D-8 cat equipped with a brush dozer was used on this work, and a crew of 6 men piled and burned. Magnesium compound was used for burning with good results.

The excavation, which was all common material, was moved by 3 to 4 D-8 cats pulling single unit 15-yard carryalls and from 4 to 6 12-yard Tournapulls. Grading work was not started until June 25th, and by that time weather conditions did not unduly delay the grading operations. Most of the cuts were long and rather shallow, and grading progress was very good until the top six feet had been removed. Soil carrying a very high moisture content was then encountered which decidedly slowed the grading and eventually caused the contractor to stop the work on August 7th. The equipment was then moved westward to the adjoining project which was held by the same contractor.

The rounding of cutbanks was done by motor grader at low cost.

At this date the contract shows a small loss due to the high degree of moisture content encountered in the subsoil which slowed the excavation work. The present excavation cost will probably be increased due to additional move in costs for the remaining yardage. Also, construction of the McKay Creek bridge by another contractor has not been started at the present time and may cause the grading contractor additional delay. Supervision has been good and equipment adequate, but the bid price was not sufficient for the wet material encountered.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
OCT 25 1946
FOR FILING

F-186-7

October 23, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

On October 9, 1946, I wrote you asking concurrence in an extension of time on Contract No. 2779, North Plains-Gardiner Ranch Section of the Sunset Highway, F-186 (9). May we have an early reply to this request so that the Contractor's request for an extension may be presented to the Highway Commission at their meeting on October 28.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

RECEIVED
OCT 14 1946
FOR FILING

F-186-3

October 9, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2779, North Fiaium-Gardner Ranch Section of the Sunset Highway, F-186 (9), to the Sound Construction and Engineering Company, contractor, from October 31, 1946, to July 15, 1947.

Due to the extreme amount of moisture encountered in cuts greater than six feet, it was impracticable to haul or excavate these materials, or to obtain satisfactory compaction in the embankments. The contractor furnished sufficient personnel and equipment to complete the project within the specified time limit, had he not been hampered for the reasons stated above.

Also, the inability of contractors holding contracts for structures on this project to obtain materials will delay completion of short sections adjacent to the structures until next season.

I would recommend the extension of time without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

RECEIVED
AUG 26 1946
FOR FILING

F 186(9)

August 24, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of July 24, concerning Price Agreement No. 1 applicable to the surfacing of road connections on the North Plains-Gardner Ranch Section, Project F-186 (9).

Inasmuch as the rock to be placed under this agreement is not to be placed within the limits of either the Berger Ranch-Barnes Road Contract or the Davies-North Plains Contract, the prices to be paid for rock under those contracts serve only as indications and we are in no position to force the contractor to furnish the rock at either of the two prices. The haul distance is four or five miles longer than the average contemplated by the $3.00 price and quarry investigations so far made indicate the $3.00 price to be too low even for the contemplated haul.

The only possible competition is from gravel that might be brought in from Gales Creek with a haul of 18 miles and, with that haul, a price lower than $3.90 could hardly be expected.

Under the circumstances, we see no way of obtaining the materials at a price lower than the $3.90 price offered by the contractor and, therefore, feel that the agreement warrants your approval.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

RECEIVED
JUL 24 1946
FOR FILING

F-186-7

July 16, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 1, covering the rock surfacing of three county road crossings at Stations 2542+50, 2557+25 and 2634+00, on the North Plains-Gardner Ranch Section of the Sunset Highway in Washington County, Contract No. 2779, in connection with Federal Aid Project No. F-186 (9).

The surfacing of these county road crossings was not included in the contract items.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS
Encl.

RECEIVED
JUL 1 1946
FOR FILING

F-186-9

July 1, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work, covering the cleaning out of the old channel of McKay Creek, Stations 2591 to 2593+50, on the North Plains-Gardner Ranch Section of the Sunset Highway in Washington County, Contract No. 2779, in connection with Federal Aid Project No. F-186 (9).

It is considered advisable to clear the old channel of McKay Creek of logs and brush before filling the portion to be used as a future lane.

Verbal approval for this work was given by Mr. T. M. Davis, June 27, 1946.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS

Encl.

RECEIVED
FEB 20 1946
FOR FILING

F 186-9

February 19, 1946

Sound Construction & Engineering Co.,
1403 West 45th Street
Seattle 7
Washington

Gentlemen:

We are sending you today, by express, fully executed copies of the following contracts which were awarded to you by the State Highway Commission:

Contract No. 2772 covering grading on the Berger Ranch-Burnes Road Section of the Wolf Creek Highway, awarded January 17, 1946.

Contract No. 2776 covering grading on the Burns-North Fluing Section of the Wolf Creek Highway, awarded January 18, 1946.

Contract No. 2779 covering grading on the North Fluing-Gardiner Ranch Section of the Wolf Creek Highway, awarded January 18, 1946.

This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gladgyer
Secretary

gl

RECEIVED
JAN 31
FOR FILING

F186(9)

January 23, 1946

#2779

Sound Construction & Engr. Co.
1403 East 45th Street
Seattle 7, Washington

Gentlemen:

We are sending you today, by express, four copies each of the following contracts which were awarded to you by the State Highway Commission:

Contract No. 2772, covering grading on the Berger Ranch-Barnes Road Section of the Wolf Creek Highway, awarded on January 17, 1946.

Contract No. 2776, covering grading on the Davies-North Fleing Section of the Wolf Creek Highway, awarded on January 18, 1946.

Contract No. 2778, covering grading on the North Fleing-Gardner Ranch Section of the Wolf Creek Highway, awarded on January 18, 1946.

Kindly execute all four copies each of these contracts as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you, for your records and files, of each contract. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

E. E. Kleinpeter
Secretary

cl

January 21, 1946

Scunt Construction & Engineering Co.
1403 West 45th Street
Seattle, Washington

Gentlemen:

The State Highway Commission, on January 17 and 18, 1946, awarded you the contracts for the following construction projects:

Berger Ranch-Barnes Road Section of the Wolf Creek Highway, in Washington County, based on your low bid of $150,759.40.

Davies-North Plains Section of the Wolf Creek Highway, in Washington County, based on your low bid of $173,126.99, in combination with the North Plains Gardner Ranch Section project.

#2779

North Plains-Gardner Ranch Section of the Wolf Creek Highway, in Washington County, based on your low bid of $45,881, in combination with the Davies-North Plains Section project with the qualification that there would be a $3,000 reduction if awarded both projects.

Contract forms for these three projects will be forwarded to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

cc

F-186(9)

2779

CROSS REFERENCE SHEET

Name or Subject

File No.

Regarding

Power of Attorney
Sound Const. Co.
Contracts 2772, 2778, 2779

Date

1/18/46

SEE

Name or Subject

F-186 (8)
#2772

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."

Library Bureau
Division of
Remington Rand Inc.
Buffalo, New York

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For use in all Filing Systems

S-220(2) Gates-Niagara Sec., North Santiam Secon. Hwy. 1946

#2780 [redacted]

RECEIVED
MAY 1 1952
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
Division Eight

$200(c)
406 Oregon General
" 24-A2
2780

May 15, 1952

Mr. C. W. Enfield
Chief Counsel
Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 30 concerning flagging costs in the amount of $26,493.82 which the State paid to the Southern Pacific Railroad Company in connection with Oregon Forest Highway Project 24-A2, North Santiam Highway.

The adjustment which you suggested will be taken up at the next meeting of the Highway Commission, after which we will advise you as to the plan to be followed.

Very truly yours,

W. H. LYNCH
Division Engineer

By

F. E. Andrews
Principal Highway Engineer

RECEIVED
MAY 1 9 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 22 1951
FOR FILING

Southern Pacific Company

800 PACIFIC BUILDING, PORTLAND 4, OREGON

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
GENERAL ATTORNEYS

8220 (2)

FR 24 2780

October 11, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Southern Pacific Company
Your File 12153A, Our File SP-1734

Dear Sir:

On November 20, 1950, Mr. J. M. Devers forwarded to our Mr. McColloch a form of voucher, and two copies, for settlement of the Kuckenberg watchman-flagman claim in the amount of $26,493.82.

The original voucher has been executed by Mr. J. W. Corbett, Vice President in Charge of Operations of Southern Pacific Company, and is handed you herewith. Based upon this voucher, will you be so kind as to forward to us appropriate settlement warrant.

KOERNER, YOUNG, McCOLLOCH & DEZENDORF

By Clarence J. Young

Encl.

cc - Legal Department
Oregon State Highway Commission
Salem, Oregon

RECEIVED
NOV 28 1950
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

5.220(2)
278

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

Nov. 20, 1950

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

W. C. WILLIAMS

Dear Mr. Williams:

With respect to the flagmen-watchmen claim of the Southern Pacific, growing out of the Kuckenberg Construction Company's contract, I have today prepared a form of voucher and mailed it to Mr. McColloch for his signature, so that we will have it in the event the Commission approves our plan.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:FRC

RECEIVED
AUG 11 1950
FOR FILING

5-22c(2)
2780

Salem, Oregon
August 10, 1950

R 12153A

Mr. J. M. Devers

I return herewith your file relative to the Kuckenberg claim on the Bureau of Public Roads project on the North Santiam Highway.

I have called Mr. Lynch's office by telephone, and his office will submit to me all of the detailed billings that have been submitted by the Southern Pacific Company. I shall turn these over to Mr. Hanna for his use in making an audit of the Southern Pacific Company's claim, which currently is $26,493.82, in so far as the State is concerned. The Southern Pacific Company has an additional claim against Kuckenberg for $8,762.16, but this does not involve the State Highway Commission.

W. C. Williams

WCW:ma

Encl.

cc Mr. M. H. Hanna

RECEIVED
AUG 10 1950
FOR FILING

S-220(2)
2780

Salem, Oregon
August 9, 1950

Mr. J. M. Devers

In your letter to Mr. Baldock under date of August 4 you ask that a voucher be prepared covering the Southern Pacific Company's claim for reimbursement for watchman and flagman service growing out of the Government's contract with the Kuckenberg Construction Company. I have taken this matter up with Mr. Hawke, and he does not have sufficient data to prepare a voucher. I believe that the Southern Pacific Company's latest claims are in your office. If they are not complete, it may be necessary to request the Southern Pacific Company for an up-to-date billing showing itemized amounts of their claim against the State. There is a considerable portion of their claim against the Kuckenberg Construction Company for which the State is nowise responsible. As I remember the claim in round figures, there is approximately $35,000 involved, of which the State is obligated for perhaps $26,000. I would suggest that we determine the exact amount for which the State is obligated and ask the Commission, at its next meeting, for authority to pay this claim upon proper billing and an audit thereof by our Auditor.

If there is anything further I can do to assist you in this matter, please let me know.

W. C. Williams

WCW:me

cc Mr. M. H. Hawke

FORM E-20 20M 6-49 21903

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1950

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

With respect to the Southern Pacific Company's claim for reimbursement for watchman and flagman service growing out of the Government's contract with the Kuckenberg Construction Company, I regret to say that I have as yet been unable to recover any part of the claim from Kuckenberg Construction Company. Its attorney favored the posposition that I made; namely, that the State and the contractor pay the claim on a fifty - fifty basis.

Kuckenberg Construction Company is now engaged in litigation by which the contractor seeks to recover from its surety some claims, among which, I am told, is the Southern Pacific Company claim, and because of that litigation he is unwilling to make any settlement of the Southern Pacific Company claim until the litigation is disposed of. We recognize that the State is obligated to pay the Southern Pacific Company and I hesitate to ask the company to further postpone payment of the claim, so I am recommending that we pay the claim in the first instance and then seek to recover a whole or a part of the claim from Kuckenberg. Neither Kuckenberg nor his attorney will be advised that the State is paying the claim now. Kuckenberg's attorney has promised that he will continue to do what he can to prevail upon his client to pay one-half of the claim. So if you will have a voucher prepared covering the claim I will approve it so that I can go before the Commission at its next meeting.

Yours very truly,

J. M. DEVERS

JMD:JK
cc :W.C.Williams

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FOR FILING
FORM E-30 2SM 6-48 23008
S-220 (5)
2780

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1950

SUBJECT:

W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

I have read your reply to my letter of the seventeenth relative to the claim of the Southern Pacific Company for reimbursement for watchmen service in connection with the Government's project along the Santiam River.

Your record coincides with mine, and the only reason I wrote you was I thought perhaps some development had taken place that had not gotten to my attention. My records show that the claim has not been paid,and since it is a substantial sum and we are under obligation to reimburse the railroad I was at a loss to understand why the railroad has been silent so long.

I have today addressed another letter to Mr. A. H. Deneke asking for an answer to mine addressed to him under date of August 18, 1949.

Should I get a reply I will pass the information on to you.

Very truly yours,

J. M. DEVERS

JMD:NH

RECEIVED
FEB 23 1950
FOR FILING

5-2 a c(2)
2752

Salem, Oregon
February 20, 1950

Mr. J. H. Devers

Your letter of February 17, relative to the Southern Pacific's claim for watchman service involving the Government's project along the Santiam River, asks my advice as to present status of the claim.

As you know, Mr. Boykin, the solicitor for the Bureau of Public Roads, at one time advised that the Bureau of Public Roads could withhold $34,000 to meet claims. He later revised this ruling and advised that the Government could not withhold the amount in controversy.

On August 18, 1949 you addressed a letter to Mr. A. H. Deneke, Board of Trade Building, Portland, asking whether the Kuckenberg Construction Company would agree to pay half of the $26,000 which the State was asked to pay, if the State would pay the other half. On August 23, 1949 you wrote to Mr. Hopkins of the Southern Pacific Company, telling him of the proposition you had made to the Kuckenberg Construction Company.

My records do not indicate that you ever had a reply from the Attorney for Kuckenberg and probably the absence of such a reply is why the matter has not been further presented to the Highway Commission.

If you have had a reply from Mr. Deneke I would be pleased to discuss this matter with you further. If you have had no answer from him I would suggest that you address another letter to him, reminding him of your letter of August 18.

W. C. Williams

WCW:me

E-123 25M 10-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Feb. 17, 1950

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

You will recall that there was quite a lot of correspondence and discussion concerning the Southern Pacific's claim for watchmen service involved in the Government's job along the Santiam River. The contractor refused to reimburse the Railroad Company, and there was question as to whether or not the Government had imposed that obligation on the contractor when its contract was written.

At one time, Mr. Boykin, the attorney for the Public Roads Administration, said that the Public Roads Administration could withhold the amount of the claim from the contractor. Later, the Public Roads Administration reversed his ruling and said that the contractor could not be required to pay.

There is some talk about the State's paying the claim since it is directly obligated to do so. My files do not show the final disposition of the claim, and I wish you would tell me what the present status is.

Yours very truly,

J. M. DEVERS

JMD:FRC

cc- Mr. W. A. Reeves

RECEIVED
AUG 29 1949
FOR FILING
Commission

S-22.(2)
278

T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Aug. 23, 1949

NOTED
W. C. WILLIAMS

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland, Oregon

Dear Mr. Hopkins:

In answer to your letter of the 15th, concerning the Company's bills in connection with relocation of the North Santiam Highway on the Mill City Branch, I regret that this matter has been so long delayed, but we have been trying to get payment from the Kuckenberg Construction Company.

Counsel for the Public Roads Administration at one time advised the Government representatives in Portland that under the provisions of the several contracts, namely, the one between the State and the Company, the one between the Company and Kuckenberg Construction Company and the one between the Government and the Construction Company, money could be withheld from the Contractor, and I was then advised that $34,000 had been and is still being withheld. Recently, the counsel for the Public Roads Administration reversed his opinion, and the Kuckenberg Construction Company's attorneys are now seeking to accomplish a release of the money. They have not been advised, however, of the change in the legal opinion furnished by counsel in Washington, D.C.

I have made a proposition to Kuckenberg Construction Company's attorneys in which I suggested that the Construction Company pay half of the $26,000 watchman service claim and that the State pay the other half. If my offer is accepted, this controversy can quickly be closed. If it is rejected, then I shall advise the Highway Commission to pay the entire $26,000 claim. If you will be patient with us a bit longer, I hope to get this disposed of.

JMD:FRC

Yours very truly,

J. M. DEVERS

cc- Mr. W. C. Williams
Mr. Wm. Lynch

RECEIVED
AUG 19
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

S-220(2)
2780

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Aug. 18, 1949

Mr. A. H. Deneke
Board of Trade Building
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Deneke:

As promised you yesterday on the phone, I am enclosing a copy of our agreement with the Southern Pacific Company concerning right of way to be used in connection with the highway-railroad change of location along the Santiam River.

In this connection, may I say that the Southern Pacific Company has billed the State for reimbursement in the sum of $26,000 for flagmen and watchmen service. There is a controversy between the Public Roads Administration, Southern Pacific Company, Kuckenberg Construction Company and the State with respect to this item. It has been under discussion for quite some time, and you know how long it takes to get controversies which involve the Federal Government disposed of. I don't know and can not say right now where liability absolutely falls. I am ready, however, to recommend to our Commission that in order to dispose of this matter, the State pay half of the $26,000 and Kuckenberg Construction Company pay the other half.

I would like to have your reaction to this suggestion so that I may pass it on to the Commission.

Yours very truly,

JMD:FRC

J. M. DEVERS

cc- Mr. Wm. H. Lynch
Mr. W. C. Williams

RECEIVED
AUG 30 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

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OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Aug. 5, 1949

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

I received from Mr. Boykin, Solicitor for the Bureau of Public Roads, a letter dated July 28, in which he now holds that the Government is without authority to withhold from Kuckenberg Construction Company any money to be used to reimburse the State for the payment of flagmen and watchmen service. At one time, he advised the Public Roads Administration that it could do so, and advised the Administration to withhold $34,000, which it did. He now says that there is nothing in the agreement between the Government and Kuckenberg Construction Company which in any way obligates the contractor to pay for watchmen and flagmen service. There are other things stated in his letter which I shall be glad to call to your attention when we have an opportunity to confer on this matter.

Yours very truly,

J. M. DEVERS

JMD:FRC

RECEIVED
JUL 20 1949
FOR FILING
S-2202

FLC

Salem, Oregon
July 19, 1949

Mr. J. M. Devers

I return herewith a letter addressed to you by Mr. Hopkins, having reference to claim of the Southern Pacific Company in connection with the Kuckenberg contract around the Detroit dam.

As nearly as I can determine, the total amount of the bills against the State of Oregon, which is $26,493.82, is correct, but this will need to be substantiated by a check by the Bureau of Public Roads. The Bureau of Public Roads handled this construction, and it is the only one that can intelligently check the Southern Pacific bills. The Bureau of Public Roads has been furnished the bills as they come in, and is retaining them all in its files, pending a settlement of the controversy.

You will note that some bills have recently been submitted, which makes the account against the State larger than when we were discussing the matter earlier in the year.

The amount of $8,762.16 claimed against Kuckenberg is no obligation against the State, and we should refrain from having anything to do with this bill. This is a matter between the Railroad Company and the contractor himself. Mr. Hopkins' letter states that all charges against that particular project were terminated as of May 11, so I assume that all the bills are now in. I would suggest that Mr. Lynch's office be requested to furnish to us all the bills with their approval noted thereon, if the Southern Pacific charges are correct. I will be glad to handle this, if you so desire, or you may write Mr. Lynch direct.

W. C. Williams

WCW:ms
Encl.

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

July 18, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

Attached, is a letter which I recently received from the Southern Pacific Company, setting forth in detail its claim or claims in connection with the Kuckenberg contract.

When you have studied this letter and have your comments ready to make, will you please return the letter and then we'll try to arrange for a conference.

Yours very truly,

J. M. DEVERS

JMD:FRC

NOTED
W. C. WILLIAMS

RECEIVED
JUN 23 1949
FOR FILING

AGENDA
JUN 27 1949

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 26, 1949

SUBJECT:

To: Mr. W. C. Williams,

Office.

REFERRED TO
Mr Glasgyer
By Asst. Chief Engineer
Agenda Please.
W.C.W.

Dear Mr. Williams:

Do you agree with me that the Southern Pacific claim for reimbursement for watchmen service in connection with the Kuckenberg contract should be placed on the agenda for consideration by the Commission at its next meeting?

If you do agree, will you ask the Secretary to place it on the agenda.

Yours very truly,

J. M. DEVERS

JMD:PW

Select
pltrs + Jmd

C.C.R.

RECEIVED
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

5-220(2)

#2780

OREGON
STATE HIGHWAY COMMISSION
SALEM

2C
5/24/49

T. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 25, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland, Oregon

Dear Mr. Hopkins:

Just before leaving on an inspection trip with the Highway Commission I was lead to believe that you did not favor the form of letter, a copy of which I sent you, and which I propose to submit to the Commission for approval relative to the controversy with Kuckenberg on the question of payment of watchmens' service on the Santiam Highway. Since then I have been advised by the Public Roads Administration that pursuant to advice from its Chief Counsel in Washington, D. C., it is withholding from Kuckenberg Construction Company sufficient funds to protect that claim. The action of the Public Roads Administration will place the burden on Kuckenberg Construction Company relative to the institution of litigation.

I shall, therefore, advise the Highway Commission to make advance payment of the sum of $22,259.92 to the Southern Pacific Company. In our effort to recover payment by Kuckenberg Construction Company we shall, of course, expect such assistance as the Southern Pacific can give.

Very truly yours,

J. M. DEVERS

JMD:MH

cc - W. C. Williams
F. E. Andrews

2C
5/2/49
at Burns

Salem, Oregon
May 24, 1949

Mr. J. M. Devers

With reference to the controversy regarding Kuckenberg obligations to the Southern Pacific Company by reason of the cost incurred for flagging and watchman service during construction of the Santiam Highway around Detroit Dam, it would now appear that the Highway Commission is in the clear to pay the Southern Pacific claim, in so far as it pertains to the obligation of the state.

You have been advised by the Public Roads Administration that it is withholding $34,000 from the payments to Kuckenberg, pending settlement of the Southern Pacific Company's claims. The State Highway Commission, you will remember, discussed this matter during the short Commission meeting held in Burns on May 2, and they authorized payment of the claim to the Southern Pacific Company when we were assured of reimbursement protection by the Public Roads Administration. If you concur in this view of the matter, I believe we should ask the Commission, at its next meeting, for definite approval to pay. The claim, I believe, is in the amount of $22,259.92 against the State of Oregon.

If I can furnish you any further information in this matter, please call on me.

W. C. Williams

WCW:ms

L-123 20M 8-48

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 20, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I am attaching a copy of a letter, the original of which I have today sent to Mr. Hopkins, Superintendent of the Southern Pacific Company, which letter has to do with the payment of watchmen and flagmen service in connection with Kuckenberg's contract with the PRA on the Santiam Highway.

Some time, at your convenience, I would like to discuss this matter further with you.

Yours very truly,

J. M. DEVERS

JMD:FRC

M E-123F 15M 3-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 20, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland, Oregon

Dear Mr. Hopkins:

Just before leaving on an inspection trip with the Highway Commission, I was lead to believe that you did not favor the form of letter, a copy of which I sent you, and which I propose to submit to the Commission for approval relative to the controversy with Kuckenberg on the question of payment of watchmens' service on the Santiam Highway. Since then, I have been advised by the Public Roads Administration that pursuant to advice from its Chief Counsel in Washington, D.C., it is withholding from Kuckenberg Construction Company sufficient funds to protect that claim. The action of the Public Roads Administration will place the burden on Kuckenberg Construction Company relative to the institution of litigation.

I shall therefore advise the Highway Commission to make advance payment of the sum of $22,259.92 to the Southern Pacific Company, to make a release on receipt thereof and then await reimbursement from Kuckenberg Construction Company.

Yours very truly,

J. M. DEVERS

JMD:FRC

cc- Mr. W. C. Williams

FORM E-30 SSM 1-49 20029

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 19, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

Enclosed is a copy of a letter I received from Mr. Lynch relative to the Santiam controversy regarding Kuckenberg obligations to the Southern Pacific. You will note that the Government has withheld $34,000 from the final estimate and that will put the burden on Kuckenberg.

When convenient I think we should discuss this matter further and reach a determination now about paying the Southern Pacific Company.

Yours very truly,

J. M. DEVERS

JMD:NH

Enc.

NOTED
W. C. WILLIAMS

186 Oregon 24-A2 May 12, 1949

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salen, Oregon

Dear Sir:

Receipt is acknowledged of your letter of May 11 and attached letter from Southern Pacific Railroad attorneys, Koerner, Young, Swett & McCulloch, all concerning the North Santiam Forest Highway Project 24-A2, Oregon.

We received as the result of your telephone conversation with Mr. Boykin, the attached memorandum dated April 27 but have not yet received the memorandum covering his final views on the matter of Kuckenberg Construction Company's liability. We will advise you when that memorandum is received.

We will withhold the $34,000 from the contractor's estimate pending further advice from Mr. Boykin.

We shall look forward to discussing the question again with you next week during the Commission meeting.

Very truly yours,

W. H. LYNCH
Division Engineer

Encl.

RECEIVED
MAY 27 1949
FOR FILING

2780

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

W. C. WILLIAMS

Dear Mr. Williams:

I have just received from the Public Roads Administration a copy of a communication addressed to the Public Roads Administration with respect to the Kuckenberg controversy.

Mr. Kuckenberg has challenged the authority of the Public Roads Administration to withhold money due him under his contract, and Public Roads Administration has submitted the challenge to its Counsel, Mr. Boykin, for further advice.

Very truly yours,

J. M. DEVERS

JMD:NH

RECEIVED
JUN 2 1949
FOR FILING

220 (2)

March 15, 1949

Mr. T. K. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of March 8, regarding the type of 12" perforated pipe used on the Gates-Niagara Section, Project No. S-220 (2).

Price Agreement No. 1 provided for the substitution of corrugated iron pipe for concrete pipe, the price agreement being written because of difficulty of obtaining concrete pipe. However, concrete pipe was secured and accordingly no corrugated iron pipe was used.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/ge

FORM S-20 15M 12-46 27939

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 15, 1949 124-1030

SUBJECT:

To:

Mr. H. G. Smith,
Construction Engineer.

Dear Sir:

This will reply to your letter of March 10th with reference to the Gates-Niagara Section of the North Santiam Highway Price Agreement No. 1.

This Price Agreement was provided to cover a condition in which it seemed advisable to provide metal perforated pipe in place of the concrete pipe and the contractor was agreeable to furnishing this item at the same price. However, it was found that the metal corrugated pipe was not immediately available when needed and the concrete pipe was provided and placed as per the original contract item. No pipe material was provided or placed under Price Agreement No. 1.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In checking over the final voucher on Oregon Project No. S-220(2) it is noted payment on item #9 was based on 12" perforated concrete pipe, whereas Price Agreement No. 1 dated August 8, 1946 calls for substitution of 12" perforated corrugated iron pipe. Please advise which type of pipe was used so we may clear our records.

Very truly yours,

T. M. DAVIS
District Engineer

PA #1 Aug 8, 1946

33 L.F. 348+50
96 " 360+00 } not placed, why?

RECEIVED
MAR 10 19
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
S-220(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 9, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of modification of agreement for Oregon S-220(2), Gates-Niagara Section of the North Santiam Highway in Marion County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
Sta[illegible]

Mr. W. H. Lynch

Federal Aid Secondary Project No. S-220(2) WASpr 7143

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 29, 1946, by the Oregon State Highway Commission, and on November 20, 1946, by the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-220(2); and

WHEREAS, the Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $242,330.00 to $259,050.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that the said project be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred fifty-nine thousand, fifty and 00/100 dollars ($259,050.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred fifty-nine thousand, fifty and 00/100 dollars ($259,050.00), which does not exceed the authorized Federal pro rata share of four hundred seventeen thousand, eight hundred eleven and 90/100 dollars ($417,811.90), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Mr. W. R. Ayers

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on March 1, 1949.

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

_____
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

Attest

_____
SECRETARY

By _____
Division Engineer
U.S. Public Roads Administration.

RECEIVED
MAR 10 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
R. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

5-2202
2780

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Mar. 8, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland, Oregon

COPIED
W. C. WILLIAMS

Dear Mr. Hopkins: Re: 323-3, Santiam Highway.

I have your letter of the 3rd, in which you inquire again concerning any progress with respect to the Company's claim related to the Kuckenberg Construction Company contract with the Government for work on the Santiam Highway.

I am about as impatient as you are with respect to progress concerning this controversy, and after a conference with Mr. Williams of this office today, we are of the opinion that in justice to your Company, we should not ask you to wait longer for reimbursement. It's a bit unfortunate that the Government contract was not more explicit with regard to the watchmen-flagmen obligation, and it is a little unfortunate that in the Company's submitted form of agreement to be executed between the Contractor and the Company there was not incorporated a provision relative to payment for watchmen, flagmen, etc. The only place where that obligation is explicit is in the agreement between the Railroad Company and the State.

As you have been advised, I have been endeavoring to get the Public Roads Administration to construe its contract with Kuckenberg Construction Company so as to permit the Administration to withhold from the Contractor the cost of flagmen and watchmen service, but so far, I have not succeeded. We will continue to press our claim along that line. In the meantime, Mr. Williams and I will join in recommending to the Highway Commission when in session next month that the State pay the Company's claim and continue our effort to get reimbursement through the Public Roads Administration. We may find it necessary to call on representatives of the Southern Pacific Company with respect to certain facts, and should that occasion arise, we will appreciate your help and cooperation.

Yours very truly,

JMD:FMC

J. M. DEVERS

cc- Mr. W. C. Williams
Mr. W. H. Lynch

RECEIVED
JUN 2 1949
FOR FILING

S-235 (2)

March 18, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of March 17, concerning the constructed length of the Unity Junction-Mill Gulch Section, Project No. S-235 (2).

Please be advised the length given by the "Statement of Constructed Length" is correct, the error being in the fourth equation listed, which equation should read 357+67.0 = 356+84.7.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:ew

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 17, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In checking the mileage sheet accompanying the final voucher on Oregon Project S-235(2), an error in distance between Stations 346+19.2 to 356+87.0 of 100' was noted resulting in a decreased mileage over the project from 21.036 to 21.017 miles.

Please advise if the latter figure is not correct.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
MAR 1
State Highway Commission

RECEIVED
MAR 1 8 19
FOR FILING

COMMISSIONERS
T. H. SANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Feb. 21, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

We have been corresponding back and forth, as you know, concerning the Southern Pacific's claim for reimbursement for watchman service growing out of the Government's contract with the Kuckenberg Construction Company on the Santiam Highway. I have requested the opinion of Mr. Boykin concerning the Government's authority to withhold from Kuckenberg the amount of the Southern Pacific Company's claim.

I just today received a copy of a long communication with exhibits, which Mr. Hopkins of the Southern Pacific Company has written to Dr. Hewes, and I note at the foot of Mr. Hopkins' letter a notation to the effect that you have received a copy of that communication. I am hopeful that Mr. Boykin or some official in the Public Roads Administration will protect the State on this claim, but we may not get protection.

I note that we are under obligation to pay the Southern Pacific, but the Southern Pacific should have incorporated in the form of agreement which it prepared and sent to the Government for execution by the Government's contractor, a specific obligation on the contractor rather than the general terms used.

Yours very truly,

J. M. DEVERS

JMD:FRC

RECEIVED
APR 4 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

February 10, 1949

S-220(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-220(2)
Gates-Niagara Section
North Santiam Highway

Dear Sir:

We are forwarding herewith two copies of proposed modification of the project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 25 1949
FOR FILING

S-220(2)

February 2, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Gates-Niagara Section, Project No. S-220 (2).

The amount of Federal funds setup in the enclosed estimate conforms to the amount requested in the final voucher submitted a few days ago. Also, the funds requested do not exceed the programmed amount as setup in the program approved by your department August 13, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department — Federal Aid Secondary
Project No. S-[illegible] (2)

[illegible] SECTION OF [illegible]

NORTH SANTIAM HIGHWAY IN MARION COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 21, 1949

Type Code 5231
Roadway (Sta. 211+00 to 397+23)

All Required		Clearing and Grubbing		$ 30,000.00
700	cu. yds.	Structural Excavation, Unclassified	$ 5.00	3,500.00
800	cu. yds.	Trench Excavation, Unclassified	4.00	3,200.00
368,000	cu. yds.	General Excavation, Unclassified	0.48	176,640.00
900,000	yd. stas.	Short Overhaul	0.02	18,000.00
6,600	C-yd. stas.	Long Overhaul	0.50	3,300.00
11,500	lin. ft.	Rounding Cutbanks	0.15	1,725.00
3.53	miles	Finishing Roadbed and Slopes	350.00	1,235.50
90	lin. ft.	12" Perforated Concrete Pipe	2.00	180.00
330	lin. ft.	12" Concrete Pipe	2.00	660.00
540	lin. ft.	18" Concrete Pipe	3.00	1,620.00
1,050	lin. ft.	24" Concrete Pipe	3.75	3,937.50
180	lin. ft.	36" Concrete Pipe	7.00	1,260.00
110	lin. ft.	48" Concrete Pipe	11.00	1,210.00
44	lin. ft.	Salvaging Culvert Pipe	3.00	132.00
10	cu. yds.	Rock or Gravel Backfill in Drains	5.00	50.00
490	cu. yds.	Class "A" Concrete	50.00	24,500.00
79,000	lbs.	Metal Reinforcement	0.07	5,530.00
26,500	cu. yds.	3" - 0" Materials in Base	2.30	60,950.00
7,500	cu. yds.	1" - 0" Materials in Base and Shoulders	2.30	17,250.00
850	M-gals.	Sprinkling	2.50	2,125.00
3.53	miles	Preparation of Base	200.00	706.00
3,740	cu. yds.	Furnishing and Placing Aggregates	3.50	13,090.00
48	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	31.00	1,488.00
290	tons	Furnishing and Placing RT-6 Tar	26.00	7,540.00
			Subtotal	$379,829.00
			10% Engr. & Cont.	37,982.90
			Total	$417,811.90
		Length	3.527 miles	
		Cost per mile	$118,460.98	

Federal Aid Funds	$259,050.00
State Funds	158,761.98
	$417,811.98

February 2, 1939

State Funds for Construction: Chap. 175, Laws 1937; Chap. 31, Laws 1938; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
FEB - 4 1949
FOR FILING

S-220 (2)

February 2, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Gates-Niagara Section, Project No. S-220 (2).

The amount of Federal funds setup in the enclosed estimate conforms to the amount requested in the final voucher submitted a few days ago. Also, the funds requested do not exceed the programmed amount as setup in the program approved by your department August 13, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/gs

Encl.

RECEIVED
JAN 26 19
FOR FILING

2780

January 26, 1949

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This to advise you that State Highway Contract No.2780, for work on the Gates-Niagara Section of the North Santiam Secondary Highway in Marion County, has been completed by the contractor, Kuckenberg Construction Company, and that the second revised final payment in the amount of $5,032.04 will be made on or after February 5, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $93,644.94, of which amount $68,434.97 represents force account items. This contract was completed November 13, 1947 and accepted by the Commission on December 29, 1947.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Mr. Warner M. Bruce, Mgr.
1411 Fourth Ave. Bldg.
Seattle, Wash.

Mr. G. A. Tomassene
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
1-26-49 g

RECEIVED
JAN 21
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. S. CHANDLER, MEMBER
COOS BAY

5-220(2)
2780

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Jan. 20, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Hopkins:

I have been out of the office for more than a week engaged in the trial of some cases, and hence my delay in replying to your letter of January 11, relative to your claim growing out of the Ruckenberg Construction Company's contract with the Federal Government.

I think I have already advised you that I have written Mr. Boykin, Chief Counsel for the Public Roads Administration in Washington, D.C., and have urged that he advise the Public Roads Administration to withhold from Ruckenberg Construction Company enough money to cover this bill. If that is done, then I shall advise the Highway Department to pay the Company and ask the Public Roads Administration to reimburse the State with money withheld from its contractor.

I have asked Mr. Boykin to reply as quickly as possible, for I have explained to him that we have arranged for a conference to work out a solution to this matter. I must therefore ask you to be patient a little longer with us.

Yours very truly,

J. M. DEVERS

JMD:BRO

cc- Mr. W. H. Lynch
Mr. W. C. Williams

RECEIVED
JAN 2
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUFF, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. S. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
SALEM

S-220(2)
2720

January 17, 1949

IN REPLY PLEASE REFER TO FILE

Mr. L. E. Boykin, Solicitor
Public Roads Administration
Federal Works Building
Washington 25, D.C.

NOTED
W. C. WILLIAMS

Dear Mr. Boykin:

I believe you have already been advised by Mr. Lynch's office of the controversy between the Southern Pacific Railroad Company, Kuckenberg Construction Company, the Public Roads Administration, and the State of Oregon relative to the Company's claim for reimbursement for watchmen services in connection with the Government's contract with Kuckenberg Construction Company.

On the assumption that you would not have before you or there has not been made available to you, I am enclosing a copy of the contract between the State of Oregon and the Southern Pacific Company relative to the right of way or encroachment upon Company property, and a copy of the proposed form of agreement between the Contractor and the Railroad, which proposed form of agreement was submitted by the Southern Pacific Company. I did not enclose a copy of the agreement between the Government and Kuckenberg Construction Company, for I do not have a copy.

The State is directly responsible to the Railroad Company and demand is being made that the State pay the bill, which amounts to a little in excess of $25,000. It is my belief and contention that the Contractor should meet this obligation, and it is my belief and contention that the Public Roads Administration should withhold from the Contractor sufficient money to meet that claim. If the State refuses to pay there is no ground so far as I know on which the Railroad can be required to sue the Contractor. On the other hand, if the State pays the bill it leaves the State without remedy, so it is my recommendation that the Government withhold from the Contractor sufficient money to protect this claim, then let the Contractor carry the burden.

We are arranging for a conference between the Railroad Company, the Public Roads Administration, the Highway Commission,

and the Contractor, which conference will be held within the next two or three weeks. We have been postponing it from time to time, and now the Southern Pacific requires that a definite date be set.

I wish you would go into this matter and then advise Mr. Lynch's office with respect to their authority to withhold from Kuckenberg Construction Company a sum of money equal to the amount of the Company's claim.

I will greatly appreciate your early consideration of this.

Very truly yours,

J. M. DEVERS

JMD:NH

cc - W. H. Lynch
W. C. Williams

RECEIVED
JAN 17 1949
FOR FILING
S-220(2)
L. P. HOPKINS
#-780

S-2000-B

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

January 11, 1949

323-3

STATE HIGHWAY ENGINEER
NOTED

Mr. J. K. Devers
Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Referring to your letter of December 16th relative conference for discussion of Southern Pacific Company's claim against Kuckenberg Construction Company and other out-of-pocket expenses in connection with highway construction on Mill City Branch.

Quote below a summary form of numbers and amounts of all bills which have been submitted to date and which are now outstanding. Bills submitted to State of Oregon for flagging and inspection expenses and which are unpaid to date are as follows:

Date of Bill	Department Number	Audit No.	Amount
December 9, 1947	J-809	411095	$ 2,714.10
January 13, 1948	J-832	412290	1,645.06
March 12, 1948	J-116	412820	2,176.10
April 1, 1948	J-219	412079	1,238.12
April 1, 1948	J-211	412081	1,117.25
May 13, 1948	J-296	413354	1,366.39
June 12, 1948	J-439	412921	1,540.99
August 4, 1948	J-529	413195	1,487.57
October 13, 1948	J-721	413977	1,628.60
November 12, 1948	J-674	414810	5,345.74
	Total		$20,259.92

Bills submitted to Kuckenberg Construction Company for all other expense and which remain unpaid to date are as follows:

April 1, 1948	J-237	311419	$ 75.35
April 1, 1948	J-235	311427	363.82
May 24, 1948	J-393	311805	3,227.02
June 12, 1948	J-364	311842	192.76
October 13, 1948	PS-147	312949	1,281.16
	Total		$ 5,140.11

State Highway has all bills for flagging and inspection and Kuckenberg Construction Company has unpaid bills in their possession as listed above.

Is it possible that state could now put through for payment bills for flagging and inspection and also bills submitted to contractor which covered repairs to our track in connection with his work? This list is submitted to you in order that you may locate such outstanding bills and find out present status prior to conference, as suggested. Any date that you suggest for conference with Public Roads Administration will be satisfactory to us and we will arrange to have representative present.

Yours truly,

Original
(Signed) L. P. HOPKINS

Cys--Mr. W. H. Lynch
Mr. W. C. Williams

NOTED
W. C. WILLIAMS

RECEIVED
JAN 17 [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 5 - 1949
FOR FILING

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2780

Southern Pacific Company

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1948

SUBJECT:

To: Mr. W. C. Williams,

O f f i c e .

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I have a letter from Mr. Hopkins, Superintendent of the Southern Pacific Company, in response to my letter of December sixteenth relative to a conference to discuss the claim against Kuckenberg Construction Company. I note that you have a copy of the same letter, and so does Mr. Lynch.

May we get together sometime next week and arrange a definite date for the conference and see if we can get this controversy disposed of.

Yours very truly,

J. M. DEVERS

JMD:PW

RECEIVED
DEC 24 1948
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

S-2000-B

INEER

IN REPLY PLEASE REFER TO

323-3

December 20, 1948

L. P. HOPKINS
SUPERINTENDENT

S 220 (2)

2780

NOTED
W. C. WILLIAMS

Mr. J. H. Devers
Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Referring to your letter of December 16th relative discussion of claims against Kuckenberg Construction Company growing out of its contract work on the North Santiam Highway.

We can arrange to have a representative present at any time you suggest and if you will advise further, will make arrangements.

Yours truly,

Original
(Signed) L. P. HOPKINS

Cys—Mr. W. H. Lynch
Mr. W. C. Williams

RECEIVED
DEC 24 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 17 1948
COMMISSIONERS
FILING

COMMISSIONERS
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

5-220(2)

2790

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 16, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Hopkins:

In reply to your letter of the thirteenth concerning a conference for the discussion of the Southern Pacific Company's claim against Kuckenberg Construction Company growing out of its contract work on the North Santiam Highway, we wish to say that it is agreeable with representatives of the Public Roads Administration and the Highway Commission to hold such conference, but thus far I have been unable to find a date that meets the convenience of all of the parties.

I suggest, if that suggestion meets with your approval, that we try to meet sometime the first week in January. If any day during that week is more convenient for you please let me know and as soon as I hear from you I will call the Public Roads Administration and arrange for a definite date, hour and place.

Very truly yours,

J. M. DEVERS

JMD:HH

cc - W. H. Lynch
W. C. Williams

RECEIVED
DEC 12 1950
FOR FILING

3 copies

Salem, Oregon 12-9, 1948

5 à 3 v(s)

STATE OF OREGON,

2780

To Southern Pacific Co., Dr.
San Francisco 5 Cal.

72.

Project Gates - Fraser
Lebo North Santiam Highway

Highway Comm. Agreement No. 345

Sub-Division No. —

Ry. Company's Agreement No. _____

Estimate No. 1

Period Covered Feb 1946 to October 1947

Prefix & Acct. No. 424-1030 - 283

Item	Total Amount To Date	Previous Amount	Present Amount
Expense incurred by Telegraph Dept Forces ~~in March~~ ~~February 2nd March 1946~~	734.49	—	734.49
Expense incurred by Southern Pacific Co. Forces	2531.91	—	2531.91
Totals	3266.40	—	3266.40
Retained 10 %	326.64	—	326.64
Total Payments	2939.76	—	2939.76

Pay This Estimate $2939.76

Computed by _____ Checked by _____

Approved Field Engr. _____

Previous Voucher No. _____

Approved:

_____
Bridge Office Engineer

ASSIGNMENT NO. 720

DESCRIPTION: Letter Aug 30 from Southern Pacific Co. about outstanding accounts $16,543.78 for cost of labor and materials

DATE: September 2, 1948 ASSIGNED TO: Probert

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☒ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: This project paid up to date with exception of 10% retainage withheld pending FHA audit

REMARKS:

Mr Williams This accot. paid in full as est. 7-11-49 W.C.W.

W.C.W.

. H. TODD
AUDITOR OF FREIGHT ACCOUNTS
. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO

EB-220-113-
State of
Oregon
Highway
Commission

0 1948

C/O Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Gentlemen:

We have outstanding in our accounts, $16,543.78 for cost of labor and materials furnished in connection with relocation of highway between Niagara and Gates, in accordance with terms of agreement audit No.75980 dated May 28, 1947.

To date, initial payment of 90% of each bill rendered has not been received in this office in accordance with agreement. Due to the length of time and the large amount involved, we are desirous of clearing these bills from our accounts at the earliest possible date, therefore, will you please investigate and advise when we may expect your remittance to cover.

Your kind cooperation and prompt attention in this matter will be appreciated.

Yours truly,

GEO. NELSON

By _____

RECEIVED
SEP 2 1948
OREGON
STATE HIGHWAY COMMISSION

ek

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

R. V. COLE
AUDITOR OF DISBURSEMENTS
H. R. GROTH
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
J. A. QUINN,
AUDITOR OF PAY ROLL ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
L. J. MASSON
ASSISTANT GENERAL AUDITORS

F. H. TODD
AUDITOR OF FREIGHT ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO

EB-220-113-
State of
Oregon
Highway
Commission

AUG 30 1948

State of Oregon
Highway Commission
c/o Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Gentlemen:

We have outstanding in our accounts, $16,543.78 for cost of labor and materials furnished in connection with relocation of highway between Niagara and Gates, in accordance with terms of agreement audit No.75980 dated May 28, 1947.

To date, initial payment of 90% of each bill rendered has not been received in this office in accordance with agreement. Due to the length of time and the large amount involved, we are desirous of clearing these bills from our accounts at the earliest possible date, therefore, will you please investigate and advise when we may expect your remittance to cover.

Your kind cooperation and prompt attention in this matter will be appreciated.

Yours truly,

GEO. NELSON

By

RECEIVED
SEP 2 1948
OREGON
STATE HIGHWAY COMMISSION

S-155-A

SOUTHERN PACIFIC COMPANY

STATEMENT OF ACCOUNT

AUG 21 1948

San Francisco, California, _____ 194__

File EB-220-113

Following is statement of bills which our records indicate to be unpaid.

Your prompt remittance to our Local Treasurer, 65 Market St., San Francisco, California, will be appreciated, or please advise the undersigned when settlement may be expected or reason for non-payment.

GEO. NELSON,
Auditor of Miscellaneous Accounts.

Per _____ Aug

Mr G. S. Paxson
Bridge Engineer
Oregon State Highway Comm
Salem, Oregon.

BILL NUMBER	MONTH	DESCRIPTION	AMOUNT	REMARKS
413628	6-48	For cost of Wire line changes in Connection of relocation of Highway between Gates + Niagara, Oregon, Agreement dated 1-22-46	734.29	

PAST DUE!

THIS ACCOUNT HAS, NO DOUBT, ESCAPED YOUR NOTICE. WILL YOU PLEASE FAVOR US WITH REMITTANCE TO OUR TREASURER BY RETURN MAIL, AND OBLIGE?

RECEIVED
AUG 25 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
NOV 28 1948
FOR FILING

J-220 (2)

2780

Salem, Oregon
November 26, 1948

Mr. M. H. Hawks,
Chief Accountant

In compliance with the attached copy of letter from Mr. Devers please release any payment or payments being withheld from the Kuckenberg Construction Company on contract No. 2780, covering Gates-Niagara Section of the North Santiam Secondary Highway in Marion County, under instructions from me on September 22 and 30. As explained in Mr. Dever's letter the claim of the S. P. Co., for damages in the amount of $3,227.02, was not against this contract but against the one the contractor has with the Government.

Secretary

gl
attachment 1

cc: Miss Wicklander

NOTED ON CARD
11-26-48 JC

FORM E-80 REM 8-48 22304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 23, 1948

SUBJECT:

To: H. B. Glaisyer
Secretary
O f f i c e

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

This is in reply to your request of November 22 relative to the State's contract with Kuckenberg Construction Company for work performed on the Gates-Niagara Section of the North Santiam Highway.

It appears that Kuckenberg Construction Company has two contracts; one with the State, and one with the Government. When the Southern Pacific requested that funds be withheld, I passed that information on to you, and at the same time wrote the Southern Pacific. I was later advised that the contract concerning which the Railroad wanted funds withheld was the contract with the Government, and not the one with the State.

Therefore, you may destroy the request or advice that you withhold any money due Kuckenberg Construction Company and earned under its contract with the State.

Very truly yours,

J. M. DEVERS

JMD:NH

REFERRED TO
BY SECRETARY

RECEIVED
NOV 19 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

S-220(2)
278

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 15, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. N. H. Lynch, Division Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

NOTE -
W. C. WILLIAMS

Dear Mr. Lynch:

I have received a letter today from Mr. Hopkins of the Southern Pacific Company relative to the Company's claim in connection with the Knickenberg Construction Company's contract with the Government for work on the North Santiam Highway. This letter shows that you have received a copy of that letter, and I am enclosing a copy of my reply to Mr. Hopkins.

It occurs to me that in view of the circumstances, the Bureau should withhold from Knickenberg Construction Company, for the present, at least, the amount of the Company's claim. I appreciate the fact that the Washington office has advised your office that such action cannot be taken, but I think for the protection of all concerned, the amount should be withheld and then further instructions should be requested from the Washington office.

In the interests of all concerned, we should at an early date hold a conference and try to work this thing out, and I shall be glad to join with you.

Yours very truly,

J. M. DEVERS

JMD:avh
Encl.
cc - W. C. Williams

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

November 15, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: 323-3

Dear Mr. Hopkins:

I acknowledge receipt of your letter of November twelfth relative to the claim which the Southern Pacific Company has in connection with the Mackenberg Construction Company's contract for work on the North Santiam River.

I must admit that there is a deal of merit in what you have said, although I do not want to be in a position of admitting liability on the part of the State and thus foreclose decision by the Highway Commission. I am glad you sent a copy of your letter to Mr. Lynch, Division Engineer for the Bureau of Public Roads.

I am sending a copy of this letter to him also and I am going to seek at an early date a conference between the Public Roads Administration, the Highway Commission, and a representative of the Southern Pacific Company to see if we cannot solve this matter. The Company has sustained the expense and is entitled to reimbursement from somebody, and it is only fair to the Company that at as early a date as possible this controversy be settled..

Yours very truly,

J. M. DEVERS

JMD:avh
cc - W. H. Lynch
W. C. Williams

FOR FILING
SUPERINTENDENT

Southern Pacific Company

S-2660-B

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

November 11th, 1948

323-3

NOTED
W. C. WILLIAMS

Mr. J. M. Devers
Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

With reference to my letter of October 30th in connection with amounts due from Kuckenberg Construction Company relative work on North Santiam Highway.

As stated in my letter, the first contract that was handled by the State between Gates and Niagara has been completed and contract referred to at present is the one that contractor Kuckenberg now has under construction.

Under agreement dated May 28th, 1947, Document Audit #75980, railroad company granted State of Oregon an easement to construct highway on portions of our right-of-way between MP 734 and 736.5 on our Mill City Branch and this contract stipulated that work was to be done either by the State or United States, but the right is reserved to do "all or any part of the work -- through -- contractors" (Section 6); in which event "the State shall require" the usual form of agreement from contractor and appropriate insurance coverage in accordance with Works Progress General Memorandum #32 dated January 27th, 1937. Agreement is between Southern Pacific Company and State of Oregon, the United States not being a party to it. While Section 12 recites that a fully executed copy of it shall be given to Public Roads Administration and "shall serve as notice of the provisions and obligations herein set out", we do not construe this as giving us a right of direct recovery against the bureau as a contracting party. On July 2nd, 1947 our company entered into a contract with Kuckenberg Construction Company which recites that it is entered into in connection with a contract dated May 7th, 1947 between Kuckenberg and United States Public Roads Administration.

We have had considerable correspondence with contractor relative his work in connection with this project and question has come up as to whether damage was accidental or otherwise. Our Engineers believe that contractor was familiar with all conditions in connection with this work and that all damage done to railroad was done deliberately through his operations by not taking proper precautions to protect railroad and all our claims against him are actual out-of-pocket costs

...been put to in maintaining our operation of the ...een Mill City and Idanha.

Conditions in easement with the State were transferred to bureau and the bureau in turn passed these obligations on to the contractor. In our conversation with Bureau of Public Roads, they advise that this project is being financed in part by State, Bureau and U.S.Engineers. Therefore, State Highway Commission is liable for all bills due us in connection with these operations.

We understand from the Bureau that the State is contributing a certain percentage toward this project; the Bureau and U.S.Engineers are contributing the balance. Therefore, we are arranging to bill all our claims against the State with view in mind that State will withhold this amount from payment due the Bureau in connection with the project and in turn this will make it necessary for the Bureau to withhold these payments from Contractor performing the work.

From various conversences between State, Bureau and Contractor, it is our belief that above procedure will clarify the entire situation and we will be absolved from various disputes in which we do not believe we should be involved, as position of our Company was to cooperate with project, furnish necessary easement for nominal consideration and request that we be refunded only actual out-of-pocket costs that we were put to in maintaining our contractual obligations to perform service over this line. Any disputes as to interpretation of accidental damage can then be carried out between contractor and his insurance company, to which we do not feel that we should be a party, as in our opinion there has been no accidental damage in the entire work performed but damage was done through deliberate operations of contractor to avoid placing proper safeguards and method of handling work.

Please confirm understanding that all out-of-pocket costs can be charged to the State in order that we can arrange for our auditor to present necessary bills.

Yours truly,

Original
(Signed) L. P. HOPKINS

Cys: Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Mr. W. H. Lynch
Bureau of Public Roads
Portland, Oregon

RECEIVED
NOV 15 1948
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1948

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

Enclosed is a copy of a carbon copy of a letter I received today, the original of which it appears has been addressed to Mr. Hopkins, Superintendent of the Southern Pacific Company, by the Company's legal firm of Koerner, Young, Swett & McColloch.

I think sooner or later we should have a conference with the Public Road Administration on this controversy before too much develops, and I shall be glad to confer with you at any time.

Very truly yours,

J. M. Devers

J. M. DEVERS

JMD:NH
Enc.

cc - W. H. Lynch

O
P
Y

Portland, November 2, 1948

Mr. L. P. Hopkins:

Re: Unpaid bills due from contractor -
Kuckenberg Construction Company

In conference with Mr. H. M. Williamson of your office on the 22nd ultimo this whole matter was reviewed and particularly the suggestions in your letter of October 12th to Mr. Hallawell. We have also had the benefit of conferences with the contractor's attorney, Mr. Calvin Souther.

So much has been said piecemeal by letter and orally in conference and by telephone that we feel the necessity of giving you a written summary of our views and recommendations.

By agreement dated May 28, 1947 (Document Audit No. 75980) the State of Oregon was granted an easement to construct a highway on our right of way between MP 734 and MP 738.5 on the Mill City Branch. The work to be done is entirely within the limits of our right of way. The contract stipulates (Section 1) that the work is to be done either by the State or the United States, but the right is reserved to do "all or any part of the work*** through *** contractors,"(Section 6); in which event "the State shall require" the usual form of agreement from the contractor and appropriate insurance coverage in accordance with Works Progress General Memorandum No. 32 dated January 27, 1937. The agreement is between Southern Pacific Company and the State of Oregon, the United States not being a party to it. While Section 12 recites that a fully executed copy of it shall be given to the Public Roads Administration and "shall serve as notice of the provisions and obligations herein set out", we do not construe this as giving us a right of direct recovery against the Bureau as a contracting party. On July 2, 1947 our company entered into a contract with Kuckenberg Construction Company which recites that it is entered into in connection with a contract dated May 7, 1947 between Kuckenberg and the United States, Public Roads Administration. There are therefore no contractual relations between the State and Kuckenberg, which incidentally supports the recent complaint made by Mr. Kuckenberg that the stop order which was given to the State was being applied by the State against a contract in which we had no interest.

Our agreement with Kuckenberg was supplemented on January 26, 1948 with the following provisions:

> "Contractor shall protect Railroad against damage to *** roadbed, ballast, ties and/or track. Any work of this character which railroad may be required to do on account of or for the purpose of accommodating the work of Contractor shall be done by Railroad at the expense of Contractor, and Contractor shall reimburse Railroad upon rendition of bills therefor for all expense incurred by it in:

(a) repairing damage to railroad structures, telephone, telegraph and signal lines (including telephone and telegraph lines of The Western Union Telegraph Company located upon Railroad property) and (b) repairing damage to roadbed, ballast, ties and/or track."

We seem by this to have elected to look primarily to the contractor for recovery for the specific items mentioned in the above quotation and secondarily to the contractor's insurer and the State.

In the agreement between the State and Southern Pacific Company the former assumes as its primary obligation reimbursement on a force account basis for costs incurred by Railroad for inspectors, watchmen and flagmen.

Thus we have a direct claim primarily against the contractor for damage to our roadbed, etc., and a direct claim primarily against the State for flagmen, watchmen and inspectors - for these latter charges we have no right to pursue the contractor or his insurer.

In Section 1 the "State agrees that all work done upon or in connection with *** the highway shall be done at such time and in such manner as not to interfere with the operations of railroad." We find no similar provision in our agreement with Kuckenberg, so we take it as clear that claims for train delay and other interference with operations are also direct obligations of the State.

As to the damage caused by the contractor, the State "guarantees" (Section 7) the payment of all just claims against the contractor. But this guarantee is limited to such amount as is "earned by the contractor *** under contractor's contract *** with the State and/or the United States and due and unpaid *** to the contractor *** at the time of the giving of notice to the State by the Railroad of the existence of such claim or claims."

We understand that the claims which you assert against this job break down into four classifications, as follows:

(a) Claims on account of inspectors, watchmen and flagmen.

(b) Claims for damage caused to roadbed, track, etc., arising out of the work of the contractor.

(c) Claims for train delay and other hindrance to operations not arising through physical damage to engines or equipment but through the mere presence of the contractor on our right of way.

(d) Claims for rails and other materials sold to the contractor.

Class (a) claims are, as we have suggested above, direct obligations of the State. We understand the Bureau of Public Roads has ruled that it is

not liable for such claims. That ruling is one affecting the relations between the State of Oregon and the Bureau. We are entitled to rely upon the direct obligation of the State to pay "promptly" upon receipt of bills. We understand from Mr. Williamson that there is an accumulation of a very substantial amount (possibly approximating $20,000) on account of Class (a) items. We also understand that only about $6,000 of these items have been actually billed to the State. Since these items are not collectible from the contractor and we have the unequivocal promise of the State to pay them or to cause them to be paid by the United States, we suggest that all bills arising under this classification be submitted to the State without delay. The State is entitled to know what these claims are in order to adequately protect itself with the contractor and the United States.

Class (b) Items are presumably covered secondarily by the insurance. The insurer has denied liability. These claims should be asserted against the contractor. Notice to the State and the Bureau should be given as to the amount of them, requesting that the amount be withheld. We again suggest that these claims be brought up-to-date and if they total more than the $3,858.95 mentioned in Mr. George Nelson's letter of September 22, 1948, a supplemental demand should be made upon the contractor and the State covering the additional items.

Class (c) items should also be itemized and submitted to the State for payment without delay.

As to Class (d) claims, Southern Pacific Company is in the same position as any other materialman furnishing materials to the contractor; these claims should be asserted against the Payment Bond or other similar bond which the Bureau of Public Roads has doubtless required this contractor to supply.

Difficulties with the insurance coverage have not served to simplify this situation.

The contractor agreed to furnish insurance coverage as required by Works Progress General Memorandum No. 32 signed by the Chief of Bureau of Public Roads on January 27, 1937. Examination of the Memorandum in question discloses the following types of coverage are required:

(a) Protection against "liability imposed by law upon them (Railroads) for damages because of bodily injury to or death of persons"; and

(b) Protection against "liability imposed by law upon them *** for injury to or destruction of property;"

(c) "Contractors are subject to certain liabilities with respect to *** injury to or destruction of property which may be suffered by persons other than their own employees, as a result of their own operations. Protection to cover such direct liability of contractors themselves shall be furnished under *** policies issued in the names of the contractors."

The contractor's insurer, Hartford Accident & Indemnity Co., despite the provisions of (c) above, insists that the policy which it furnished protects us from "liability imposed by law only." Claims presented to that company have been indignantly rejected by their Vice President, Mr. Addison C. Posey. In a personal letter to you he has stated that his company's policy "is an agreement to pay *** to a third party *** damage within the policy limits as you (S.P. Co.) have done such third party, and for which you (S.P.Co.) are legally responsible to such party."

Our recommendations (some of which we note have already been complied with) are as follows:

(1) Bill the State direct and at once for all (a) and (c) claims in full.

(2) Prepare and furnish to us complete up-to-date bills for all class (b) claims, authorizing us to take appropriate legal action for collection against the contractor and the insurer - including a plea for reformation of the insurance contract, if necessary.

(3) File notice with the State and the Bureau of the amount of class (b) claims, advising them that we wish appropriate "withhold" action to be taken under the State's guarantee.

(4) File a claim as a materialman against the payment bond on file with the Bureau of Public Roads.

We have not touched upon the claim for approximately $30,000 which Kuckenberg has asserted against Southern Pacific Company on account of clearing and repairing our right of way. This is tied in with the insurance coverage (according to Kuckenberg) and need not now be considered. Needless to say, we believe it to be unfounded and wholly uncollectible.

KOERNER, YOUNG, SWETT & McCOLLOCH

By Frank C. McColloch

cc: Mr. R. E. Hallawell - file S-1284, Oct. 15
Mr. George L. Buland - file 911/323-3
Mr. Geo. Nelson
Mr. M. Kerr

bc: Mr. J. M. Devers
Oregon State Highway Commission
Salem, Oregon

RECEIVED
NOV - 9 19..
FOR FILING
FORM E-36 REV E-46 12204

5 3 3 0 (2)

2790

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1948

SUBJECT:

To:
W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

For your information I attach a copy of a letter I received within the last few days from the Southern Pacific Company concerning the Company's claim for reimbursement for watchmen services in connection with the Kuckenberg job on the North Santiam Highway.

You will recall that a previous letter called for us to withhold some money, but there was confusion in the jobs. This letter is in answer to mine of a previous date and clarifies that confusion, but urges the withholding of money to reimburse the Company for its expense incurred in connection with the Government's contract with Kuckenberg.

Very truly yours,

J. M. DEVERS

JMD:NH
Enc.

SOUTHERN PACIFIC COMPANY

UNION STATION, PORTLAND 9, OREGON

COPY

In reply please refer to

323-3

L. P. Hopkins,
Superintendent

October 30, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. J. M Revers

Gentlemen:

Referring to your letter of October 21st regarding status of amounts due from contractor Kuckenberg on his job on North Santiam Highway.

Our Assistant Division Engineer Williamson contacted Mr. W. C. Williams of your office October 26th and believe that the matter was explained to Mr. Williams satisfaction at that time. The contract the State had with Kuckenberg has been completed to the satisfaction of the Southern Pacific Company, however, our letter of September 20th requesting you to withhold payment referred to the Bureau of Public Roads contract. We based our request on Section 7 of our agreement with the State of Oregon dated May 28, 1947 which states in part "The State shall cause to be withheld final settlement or settlements until all claims of Railroad against the said contractor or contractors shall have been adjusted and paid". We realize, of course, that the State is not the contracting agency on this particular contract, however, it is our understanding that the State is furnishing funds to the Bureau of Public Roads and it was our thought that sufficient amount would be withheld from this payment to protect railroad's interest. Bureau of Public Roads could then withhold from the contractor if they so desired.

Trust that the foregoing will straighten the matter out to your satisfaction. If not, we would be most pleased to have a representative call upon you at your convenience and go over the entire matter.

Yours truly,

/s/ L. P. Hopkins

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NOV 23 1948
FOR FILING

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2780

Salem, Oregon
November 22, 1948

Mr. J. M. Devers

Some time ago you wrote me requesting the future payments to Kuckenberg Construction Company for work performed on the Gates-Niagara Section of the North Santiam Highway be held up pending settlement of a claim which the railroad company (Southern Pacific Company) had against this company for damages to its facilities during construction of this project.

You later advised me that this claim was not for damages incurred during construction of the Gates-Niagara project but for damages incurred in connection with the Government-contracted job between Niagara and Detroit. You said you would send me a note explaining the situation and giving me authority to release payments to Kuckenberg Construction Company in connection with the State Highway Commission's contract.

Will you please send me such a note so that payments will no longer be withheld from this contractor. Thanks a lot.

Secretary

cc

RECEIVED
NOV 17 1948
FOR FILING

1-220(2)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 16, 1948

SUBJECT:

To: Mr. H. B. Glaisyer,
Office.

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

I am returning the original letter written to you by the Continental Casualty Company in connection with the Kuckenberg Construction Company's contract No. 2780, and I enclose a copy of my reply.

Yours very truly,

J. M. DEVERS

JMD:PW

Enc.

REFERRED TO
BY SECRETARY

NOTED
FOR QUERY

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHALICK, MEMBER
KLAMATH FALLS
SEN. R. CHANDLER, MEMBER
COOS BAY

ROLL'N M. CLARK
SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. W. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

STATE HIGHWAY COMMISSION

SALEM

November 15, 1948

C. A. TOMASSENE
Wilcox Building
Phone Atwater 7521

November 9, 1948

IN REPLY PLEASE REFER TO FILE

Portland, Oregon

Continental Casualty Company,
Wilcox Building,
Portland, Oregon.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
H. B GLAISYER

Gentlemen:

Dear Mr. Glaisyer:

Your letter addressed to Mr. Glaisyer under date of November ninth concerning Contract No. 2780 covering the Gates-Niagara Section of the North Santiam Highway, in which contract Kuckenberg Construction Company is the contractor, has been handed to me for reply.

I am advised that of the $105,000 additional work $34,000 was performed under the terms of the contract at the unit prices mentioned in the contract, and the balance was force account, and the compensation for the force account was figured on a basis of five per cent rental on equipment and fifteen per cent on labor.

It is the opinion of the Commission that work compensated for on unit price bases necessarily included all premium costs on insurance or bonds. It is also the opinion of the Commission that a fifteen per cent profit on labor and five per cent rental on equipment would necessarily include premium costs on bonds or insurance. It is therefore the position of the Commission with respect to the claim of the Continental Casualty Company that such claim is one against the contractor and that such claim is covered in the compensation paid the State for the extra work done by the contractor.

Would you be kind enough to give me your opinion on this situation, because if this is not an item protected under the bond we do not wish to charge Kuckenberg this additional premium.

Thanking you for your advise,

Yours very truly,

J. W. DEVERS

JWDrPF

Very sincerely yours,

cc H. B. Glaisyer

NOTED
H. B. GLAISYER

NOTED
QUERY

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

1 Copy

CONTINENTAL CASUALTY COMPANY

CHICAGO

C. A. TOMASSENE
Wilcox Building
Phone Atwater 7521

November 9, 1948

Portland, Oregon

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

Under your contract No. 2780, Gates-Niagara Section of the North Santiam Highway, Kuckenberg Construction Company were the contractors.

This is a contract wherein the bond was issued in the Continental Casualty Company in the amount of approximately $387,000.00. Your letter of recent date indicates that the total amount paid to Kuckenberg was $492,000.00: this difference representing force account items.

492725.56

We sent the contractors a statement covering this increase in the bond premium and as they explained to us, they are not allowed any additional expense to cover this additional bond premium by the Highway Commission. The question involved is whether on these force account items you consider that the original bond covers this additional payment or as to whether these force account items are in the light of additional work and not construed to come under the original contract.

Would you be kind enough to give me your opinion on this situation, because if this is not an item protected under the bond we do not wish to charge Kuckenberg this additional premium.

Thanking you for your advise, I am

Very sincerely yours,

C. A. TOMASSENE & SONS

By C A Tomassene

REFERRED TO
Mr. Elsner
BY SECRETARY
to answer

CAT:mw

NOTED
QUERY

RECEIVED
NOV 10 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 28 1948
FOR FILING
COMMISSIONER

T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

S-2201
2790

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

October 21, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Mr. Hopkins:

I have just received and read a carbon copy of your letter addressed to Mr. Lynch, Division Engineer for the Bureau of Public Roads, relative to a claim which the Southern Pacific Company has against Kuckenberg Construction Company. In that letter you say, "It appears to us that the State is withholding payment from Kuckenberg Construction Company on the wrong job."

The whole situation is getting a bit confused. On September 20 you addressed a letter to Kuckenberg Construction Company, a copy of which was sent to this office. In that letter you urged a claim against the contractors in the sum of $3,227.02, covering work performed by the Railroad in connection with damage to your Mill City Branch.

There are two contracts with Kuckenberg; one of which is between Kuckenberg Construction Company and the State, and the other is between Kuckenberg Construction Company and the Government. Upon receipt of the letter to which I have referred, the Highway Department assumed that your claim in the above amount was in connection with the State's contract with Kuckenberg Construction Company. Therefore, to protect the Company and the State the Commission is withholding the amount of the claim as above stated.

The Company has a further claim in a much larger amount against the same contractor, but that is not connected with the contract between the Government and Kuckenberg Construction Company. If the claim which is set out in your letter to Kuckenberg Construction Company under date of September 20, 1948, is not related to the contract between Kuckenberg Construction Company and the State, then, of course, the Highway Commission should release the money which it is withholding. For the sake of everybody concerned, I should like to get this matter straightened out so I will know how to advise the Commission.

Anticipating an early reply, I am

Yours very truly,

J. M. DEVERS

JMD:MH
cc - W. C. Williams
W. J. Lynch

RECEIVED
OCT 14 1948
FOR FILING
8 220 (2)
2780

October 13, 1948

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This to advise you that State Highway Contract No.2780 for work on the Cates-Niagara Section of the North Santiam Highway, in Marion County, has been completed by the contractor, Kuhlemberg Construction Company, and that revised final payment in the amount of $4,112.66 will be made on or after October 21, 1948, provided outstanding claims have been satisfied and this office advised.

There is a claim filed against this project by the Southern Pacific Railroad Company, of which you have been previously notified, amounting to $3,227.02.

For your information we wish to advise that the total contract amount is $68,725.56, of which amount $72,293.04 represents force account items. The above contract was completed on November 13 and accepted by the Commission on December 29, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Warner W. Bruce, Mgr.
Northwest Branch Office
1411 Fourth Avenue Bldg.
Seattle, Wash.
C. A. Tennesson, Agent
Pilcox Bldg.
Portland 4, Oregon
Kuhlemberg Construction Co.
Mr. M. H. Hanks

NOTED ON bond
10-13-48 GF

8-22C(2)

RECEIVED
OCT 22 1948
FOR FILING

H. Baldock

October 12th, 1948

Cates-Niagara Section
Contract No. 2780

FINAL COST ANALYSIS
Grade, Surface & Oil
Kuckenberg Construction Co.
L. W. Franklin, Resident Engineer

North Santiam Highway
Prefix 124-1030

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$22,783.83	$30,000.00
Struct. Excavation	3,082.61	Cu. Yd.	$1.17	$5.00	3,613.05	15,413.05
Trench "	2,189.36	" "	1.19	4.00	2,605.61	8,757.44
General "	351,118.6	" "	0.455	0.48	160,082.53	168,536.93
Short Overhaul	803,707.1	Yd. Sta.	0.016	0.02	13,077.69	16,074.14
Long Overhaul	5,033.8	C-Yd. Sta.	0.40	0.50	2,037.81	2,516.90
Rounding Cutbanks	9,665	Lin. Ft.	0.14	0.15	1,400.79	1,449.75
Finishing Roadbed & Slopes	2.81	Mile	384.84	350.00	1,081.41	983.50
12" Perf. Concrete Pipe	423	Lin. Ft.	1.36	2.00	576.01	846.00
12" Concrete Pipe	363	" "	1.41	2.00	512.05	726.00
18" " "	1,230	" "	2.62	3.00	3,225.08	3,690.00
24" " "	1,137	" "	3.76	3.75	4,273.14	4,263.75
36" " "	352	" "	6.59	7.00	2,318.72	2,464.00
48" " "	88	" "	12.02	11.00	1,057.52	968.00
Salvaging Culvert Pipe	75	" "	1.14	3.00	85.51	225.00
Rock & Gravel Backfill in Drains	1,026	Cu. Yd.	2.87	5.00	2,947.57	5,130.00
Class "A" Concrete	484.53	" "	44.78	50.00	21,696.86	24,226.50
Metal Reinforcement	89,625	Lb.	0.068	0.07	6,125.54	6,273.75
ø3"-0" Material in Base	30,155	Cu. Yd.	2.37	2.30	71,346.34	69,356.50
ø1"-0" Mat'l. in Base & Shldrs.	7,475	" "	2.36	2.30	17,633.76	17,192.50
Sprinkling	716	M-Gal.	1.60	2.50	1,143.71	1,790.00
ø3/4"-½" Cr. Rock in S.P.	1,000	Cu. Yd.	1.76	2.30	1,760.00	2,300.00
ø½"-¼" Cr. Rock in S.P.	1,000	" "	1.76	2.30	1,760.00	2,300.00
ø¼"-0" " " " "	1,000	" "	1.76	2.30	1,760.00	2,300.00
Hauling Crushed Rock	7,500	Yd. Mi.	0.135	0.15	1,012.50	1,125.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Preparation of Base	3.53	Mile	$150.00	$200.00	$539.50	$706.00
* Furn. & Place Min. Agg.	3665	cu. yd.	3.16	3.50	11,584.22	12,827.50
*RC-3 Road Oil	43.92	Ton	30.23	31.00	1,327.81	1,361.52
*RT-8 Tar	276.44	"	25.19	26.00	6,964.90	7,187.44
PA #2, Extra Clearing and Grubbing	1.15	Acre	460.00	600.00	529.00	690.00
PA #3, Perf. Metal Pipe	1,490	Lin.	1.61	1.68	2,402.78	2,503.20
∮PA #4, Removal of Unsuitable Material Sta. 296+80 to 302+40	925	Cu. Yd.	0.70	0.70	647.50	647.50
∮PA #5, 1½"-¼" Cr. Rock in Stockpile	1,155.6	Cu. Yd.	1.76	2.30	2,033.85	2,657.88
3/4"-¼" Cr. Rock in Stockpile	284.5	"	" 1.76	2.30	500.72	654.35
½"-¼" Cr. Rock in Stockpile	245.7	"	" 1.76	2.30	432.43	565.11
¼"-0" Cr. Rock in Stockpile	390.0	"	" 1.76	2.30	686.40	897.00
Hauling Cr. Rock to Stockpile	5,189.5	Yd. Mi.	0.135	0.15	700.58	778.43
PA #6, Cement Adj. Favor of Contractor	14	Bbl.	3.42	3.42	47.88	47.88
E.W.A. #1, Premium of P.L. & P.D. Insurance					3,858.07	3,858.07
Force Account					57,902.27	68,434.97
					$436,074.94	$492,725.56

Gross Revenue	$492,725.56
Total Cost	436,074.94
Net Profit	$56,650.62

Net Profit Equals 11.5% of Gross Revenue

* Sub-contracted to Babler Bros.
∮ Crushed Rock Produced by P. B. Doherty.

Gates-Niagara

Detail of Cost

Labor:

Supervision		$9,391.47
Labor		130,922.72
State Industrial Accident Insurance		6,086.58
Unemployment Insurance		3,287.30
Social Security		1,403.21
		$151,091.21

Materials:

8" Perf. Metal Culvert Pipe	1,490	lin. ft. at $0.88	$1,311.20
8" Bands	74	each at $1.12	82.88
12" Perf. Concrete Pipe	423	lin. ft. at $0.65	404.95
12" Conc. Culvert Pipe	363	lin. ft. at $6.75	245.03
18" " " "	1,230	lin. ft. at $1.40	1,722.00
24" " " "	1,137	lin. ft. at $2.05	2,330.85
36" " " "	352	lin. ft. at $4.50	1,584.00
48" " " "	88	lin. ft. at $8.00	704.00
Reinforcing Steel	90,540	lbs. at $0.03965	3,590.42
Portland Cement	850	bbls. at $3.42	2,907.00
Sand	345	cu. yd. at $2.60	897.00
1½"-¼" Cr. Rock Backfill	925½	cu. yd. at $1.28	1,184.64
1"-¼" Cr. Rock	594	cu. yd. at $2.65	1,574.10
1"-2" Gravel	215	cu. yd. at $1.95	419.25
Transit Mix Concrete	71	cu. yd. at $27.02	1,918.42
			20,875.74

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$87,139.00	
Equipment Rental, Hired	5,241.81	
Hired Trucks, Including Operators	11,480.93	
Gas, Oil & Grease	13,104.60	
Move In, Freight & Cartage	3,803.95	
Misc. Supplies, Small Tools & Drill Steel	8,672.82	
Form Lumber	1,603.76	
Explosives	14,165.64	
Wire Rope & Cable	2,848.68	
P. L. & P. D. Insurance	7,351.14	
Bond	2,909.44	
Field Office Expense	314.29	
Home Office & General Overhead	14,757.63	
		173,393.69

Crushing Sub-contractor, P. B. Doherty:

3"-0" Mat'l. in S.P.	30,155 cu. yd. at $1.60	$48,248.00	
1"-0" " " "	7,475 " " " 1.60	11,960.00	
Maintenance Rock	5,075.8 " " " 1.60	8,126.08	
Mineral Aggregate PA #4, Removal of Unsuitable Material from Quarry Site	3,665 " " " 1.60	5,864.00	
	925 " " " 0.70	647.50	
Miscellaneous Hauling to Stockpiles		1,979.62	
			$76,825.20

Babler Bros., Oiling Sub-contractor:

Preparation of Base	3.53 Miles at $150.00	$529.50	
Hauling & Placing Aggregates	3,665 cu. yd. at $1.40	5,131.00	
RC-3 Road Oil	43.92 Tons at $30.00	1,317.60	
RT-8 Tar	276.44 " " $25.00	6,911.00	
			13,889.10

Total Cost.....$436,074.94

Remarks:

This contract, requiring the grading and surfacing of a 3.53-mile section of the North Santiam Highway, was bid on January 17th, 1946, and awarded on February 6th. The contractor started the work on February 12th, 1946, and completed the project on November 13th, 1947.

The clearing consisted of 51 acres of second growth fir, some alder trees and a few small open spaces. Three cats equipped with logging drums and clearing dozers were used on this work, and the hand labor crews ranged as high as 20 men. Hand falling was done only on very steep slopes, and on favorable terrain the trees were pushed over by the cats. Magnesium compound was used with good results on the burning. Although there was some delay from wet weather, most of the clearing was completed by May 25th, 1946. The average bid price was $600 per acre and the cost was $457 per acre.

The excavation averaged about 50% solid rock, the remainder being common and loose boulder formation. The solid rock cuts on the west end of the project broke quite large in shooting, but rock in the other cuts was well shattered. A new 2½-yard Northwest shovel loaded into new 9-yard diesel trucks and excavated an average of 135 yards per hour. The cuts containing boulders were excavated by D-8 cats pulling single-unit carryalls, of which two were of 25 cubic yard capacity and one of 18 cubic yard capacity. A 3/4-yard shovel loading into large trucks was also employed on this material. The other cuts which contained common were excavated with the cats and carryalls. A push cat aided the loading of the scrapers and D-8 cats and dozers handled the material on the fills.

A 3/4-yard shovel equipped with a dragline was used for structural and trench excavation and also aided in placing the concrete culvert pipe. Some of the structural excavation was accomplished with a cat and dozer. The contractor constructed the concrete box culverts with his own forces. The aggregate was purchased from the Jungworth plant near Lyons and the concrete was mixed on the job.

The crushed rock was produced by P. B. Doherty from the specified rock cut. Most of the surfacing rock was stockpiled on the job and placed by the contractor during August and September in 1947. The oiling work was performed by Babler Bros.

Force account work included the removal of excavation from a slide area and the completion of the rock cut in which the quarry was situated.

The contractor made a fair profit on the contract due to the use of suitable equipment, diligent prosecution of the work and to good supervision. While this project was in progress the contractor was awarded the adjacent contract and carried his organization on the new work during the winter months.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
OCT 7 1948
FOR FILING

I-220 (2)
2780

October 6, 1948

Continental Casualty Company
Northwest Branch Office
1120-1411 4th Avenue Building
Seattle, Washington

Attention: Mr. Warner M. Bruce, Manager
Surety Department

Dear Mr. Bruce:

In your letter of October 4, 1948, you inquire as to the amount of the final contract price on the Kuckenberg Construction Company's contract, No. 2780, with the State Highway Commission for construction of the Gates-Niagara Section of the North Santiam Secondary Highway.

The Office Engineer advises us that he anticipates paying the Kuckenberg Construction Company and amount of $492,725.56 in final settlement for this work.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, CHICAGO, ILLINOIS

L. G. GREWE, MANAGER

NORTHWEST BRANCH OFFICE
1120-1411—4TH AVE. BLDG.
SEATTLE, WASHINGTON
TELEPHONE MAIN 7410

WARNER M. BRUCE, MANAGER
SURETY DEPARTMENT

October 4, 1948

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen: Re: Contract No. 2780 - Kuckenberg Const. Co.

We have a copy of your letter of September 30th to our Chicago Office with regard to claim of the Southern Pacific Company against Kuckenberg Construction Company in the amount of $3,227.02 and you advise that you are withholding future payments to Kuckenberg Construction Company in connection with this job until notified that the claim has been paid.

For the completion of our records will you kindly advise us the amount of the final contract price on this contract.

Very truly yours,

Warner M. Bruce

Manager Surety Department

WMB:ms

L. C. Co. - retainage - 492, 725.56

RECEIVED
OCT 6 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 7 1948
FOR FILING

8-220(2)
2780

September 30, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

There has been filed in the office of the State Highway Commission's Legal Department the claim of the Southern Pacific Company against Kuckenberg Construction Company in the amount of $3,227.02, representing the cost of repairing damage to the railroad company's facilities on its Mill City Branch during the progress of work by the Kuckenberg Construction Company in connection with its contract, No. 2780, with the State Highway Commission for the grading and surfacing of the Gates-Niagara Section of the North Santiam Highway.

Pursuant to instructions from the Legal Department, the Highway Commission's Chief Accountant has been instructed to withhold future payments to the Kuckenberg Construction Company in connection with this job pending notification by the Southern Pacific Company of the satisfaction of this claim. Such information is given you since the Continental Casualty Company appears as surety on the bond furnished by the Kuckenberg Construction Company in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HNG:ee

cc - Northwest Branch Office
Kuckenberg Construction Company
C. A. Tennessen
Southern Pacific Company
Floyd Cherry

NOTED ON CARD
2-31-49

Salem, Oregon
September 30, 1948

Mr. Malcolm H. Hawke

Attached for your information and guidance is a copy of a letter that I have received from Mr. C. W. Enfield, Assistant Counsel, concerning the claim of the Southern Pacific Company against Kuckenberg Construction Company in the amount of $3,227.02, which claim arises out of construction work by the Kuckenberg Construction Company under its contract, No. 2780, with the State Highway Commission for grading and surfacing on the North Santiam Secondary Highway.

You will note that the legal counsel requests that further payments to Kuckenberg Construction Company in connection with this project be withheld pending notification by the Southern Pacific Company that its claim has been satisfied.

In view of this request, will you please arrange to withhold further payments to Kuckenberg Construction Company in connection with this job until further notified by this office.

Also attached is a copy of the note from the Southern Pacific Company which is mentioned in the first paragraph of Mr. Enfield's letter.

[redacted] Secretary
Attchs.

cc - Mr. C. W. Enfield
Mr. Floyd Query

P. S. - The above confirms oral instructions given Miss Wicklander by Mr. Query over the telephone on September 22, 1948.

NOTED ON CARD
9-30-48 C

H.B.G.

7-22-48
Phoned Wicklander not to release final warrant until she has checked with this office.
F. Q.

NOTED ON CARD
7-22-48 F.Q.

MISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

Mr. H. B. Glaisyer, Secretary
State Highway Commission
O f f i c e

Attention: Mr. Floyd Query

Dear Mr. Glaisyer:

Attached hereto, is a copy of a note received this date from Southern Pacific Company, which was attached to a copy of a letter from Southern Pacific Company addressed to the Kuckenberg Construction Company, about which I spoke to you this morning.

It seems the Railroad Company suffered damage to its Mill City branch line as a result of construction operations carried on by the Kuckenberg Construction Company, and has made claim against the Construction Company in the amount of $3,227.02. This damage apparently occurred during work performed by the Construction Company under Contract No. 2780, which contract provided for grading and surfacing of the North Santiam Secondary Highway.

In compliance with the attached note from the Southern Pacific Company, please take the necessary action to withhold payment under the above contract, and notify the Construction Company and its surety of the claim and request for withholding of payment made by the Railroad, pending notification by the Southern Pacific Company that this claim has been settled.

Yours very truly,

J. M. DEVERS

By C W Enfield
C. W. ENFIELD

CWE:FRC

7-22-48 F.Q.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Sept. 22, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. H. B. Glaisyer, Secretary
State Highway Commission
O f f i c e

Attention: Mr. Floyd Query

Dear Mr. Glaisyer:

Attached hereto, is a copy of a note received this date from Southern Pacific Company, which was attached to a copy of a letter from Southern Pacific Company addressed to the Kuckenberg Construction Company, about which I spoke to you this morning.

It seems the Railroad Company suffered damage to its Mill City branch line as a result of construction operations carried on by the Kuckenberg Construction Company, and has made claim against the Construction Company in the amount of $3,227.02. This damage apparently occurred during work performed by the Construction Company under Contract No. 2780, which contract provided for grading and surfacing of the North Santiam Secondary Highway.

In compliance with the attached note from the Southern Pacific Company, please take the necessary action to withhold payment under the above contract, and notify the Construction Company and its surety of the claim and request for withholding of payment made by the Railroad, pending notification by the Southern Pacific Company that this claim has been settled.

Yours very truly,

J. M. DEVERS

By C. W. ENFIELD

CWE:FRC

9-22-48 SR

RECEIVED
JUL 21 1948
FOR FILING

124 7030

2780

λ-20 (2)

July 19, 1948

Mr. H. E. Lynch
Division Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. H. C. Lenker, Jr.

Dear Sir:

Herewith additional blank forms to report 1947 expenditures on the four Hunkenberg Construction Company projects on the North Santiam Highway. These forest highway reports were apparently omitted from those submitted with your letter of May 12. This information was requested in telephone conversation of this date.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

LEP:cw

Encl.

JUL 21 1948
FOR FILING

July 19, 1948

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. R. G. Lunburg, Jr.

Dear Sir:

Herewith additional blank forms to report 1947 expenditures on the four Kuckenberg Construction Company projects on the North Santiam Highway. These forest highway reports were apparently omitted from those submitted with your letter of May 12. This information was requested in telephone conversation of this date.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

LEP:cw

Encl.

REPORT ON FOREST HIGHWAY PROJECTS

December 31, 1947

Project No._____ County_____

Highway_____

Termini_____

Width_____

Specification, Thickness, Etc._____

Date of Award_____ Contractor_____

Date Work Started_____ Work Completed_____

PROJECT MILEAGE

	Mileage in Project
Portland cement concrete.....	_____
Bituminous pavement.....	_____
Bituminous macadam.....	_____
Oil-treated.....	_____
Rock surfacing.....	_____
Grading.....	_____
Bridges (Number___).....	_____
Location Survey.....	_____

FUNDS

	State	County	Govt.	Total
Latest Estimated Cost.....	_____	_____	_____	_____
*Total Expended to Date.....	_____	_____	_____	_____
Balance to Complete.....	_____	_____	_____	_____

*The State and County expenditures given should be the total amounts that have been paid to the P. R. A., regardless of whether or not these funds have actually been disbursed on the work. The Government funds will then be shown as the balance of the total actual expenditures.

Report on all projects open during the calendar year, giving the total expenditures on the project to date. Submit one copy of each report to Oregon State Highway Commission, Salem, Oregon.

RECEIVED
AUG 26 1948
FOR FILING

S-220 (2)

2780

August 25, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter dated August 19, 1948, requesting submission of Form PR-47-A on Oregon Project, Contract No. 2780, Gates-Niagara Section of the North Santiam Highway in Marion County.

The contractor on this section has not submitted his record of materials and costs to our Engineer. Final payment of the contract is being held pending receipt of this report. Form PR-47-A will be forwarded to you as soon as the report is received.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:md

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

August 19, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Project S-220(2), the Gates-Niagara Section of the North Santiam Highway which was completed on November 13 and our final inspection made on November 21, 1947. Since we are still holding the forwarding of our final report pending receipt of Form PR-47-A, we would appreciate receiving this form at your early convenience.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG [illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 18 1948
FOR FILING

S-220(2)

#2780

August 16, 1948

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Please advise me the present status of the contract on the North Santiam--the amount of work contracted, time limits, latest estimate of completion dates and program for contracting the remainder of the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

RECEIVED
AUG 3 - 1948
FOR FILING

S-220 (2)
278

#664-M

August 2, 1948

C. A. Tomassoni & Sons
Continental Casualty Company
Wilcox Building
Portland 4, Oregon

Attention: Mr. C. A. Tomassoni

Gentlemen:

Reference is made to your letter of July 28, regarding additional insurance premiums in the amount of $804.67 on the Gates-Niagara Section, contract no. 2780.

Final revised voucher is being prepared in favor of Kuckenberg Construction Company including this amount. This voucher will be sent to Kuckenberg as soon as the outstanding final is returned to us.

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

cc: Kuckenberg Construction Company

DBP:nd

ASSIGNMENT No. 66 NCW

DESCRIPTION: Let 7/29/48 from HBG to Continental Casualty Co., Portland re additional insurance on Gates-Niagara Section of N. Santiam.

DATE: 7/30/48 ASSIGNED TO: PROBERT

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 8-2-48-dw

REMARKS:

Portland, Oregon

warded the
ilroad Protective
the Southern
Pacific Company and Western Union Telegraph Company, this contract being in the amount of $387,929.00. We forwarded a statement to Kuckenberg for the amount of the premium on these two policies, which was $3,053.43, which they paid at that time.

The cost of this insurance is based on the total amount of the contract, and we found on checking with Kuckenberg that the completed contract was in the amount of $491,612.90, less of course, the original premium involved, which made a net total of the contract price $488,559.47. As the agent on this business, I forwarded to Kuckenberg a statement covering this additional premium, in the amount of $804.67.

I understand that they have received the final estimate from the Highway Commission, and it did not include this item covering the additional premium. Kuckenberg wrote the State Highway Commission under date of May 17, calling this to their attention.

Would you be kind enough to check this matter and advise as to whether this item will be recognized at the time the state makes final payment to the contractors. Any information you might give will be appreciated. Thanking you, I remain

Very sincerely yours,

C. A. TOMASSENE & SONS

/s/ C. A. Tomassene

By:

CAT/jt

COPY

CONTINENTAL CASUALTY COMPANY

Chicago

Portland, Oregon

July 28, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

At the time that the Kuckenberg Construction Company was awarded the Gates-Niagra Contract, #2780, it was necessary to write Railroad Protective Public Liability and Property Damage Policies in favor of the Southern Pacific Company and Western Union Telegraph Company, this contract being in the amount of $387,929.00. We forwarded a statement to Kuckenberg for the amount of the premium on these two policies, which was $3,053.43, which they paid at that time.

The cost of this insurance is based on the total amount of the contract, and we found on checking with Kuckenberg that the completed contract was in the amount of $491,612.90, less of course, the original premium involved, which made a net total of the contract price $488,559.47. As the agent on this business, I forwarded to Kuckenberg a statement covering this additional premium, in the amount of $804.67.

I understand that they have received the final estimate from the Highway Commission, and it did not include this item covering the additional premium. Kuckenberg wrote the State Highway Commission under date of May 17, calling this to their attention.

Would you be kind enough to check this matter and advise as to whether this item will be recognized at the time the state makes final payment to the contractors. Any information you might give will be appreciated. Thanking you, I remain

Very sincerely yours,

C. A. TOMASSENE & SONS

/s/ C. A. Tomassene

By:

CAT/jt

RECEIVED
JUL 30 1948
FOR FILING

S-220 (2)

2780

July 29, 1948

Continental Casualty Company
C. A. Tomassoms & Sons, Agent
Wilcox Building
Portland 4, Oregon

Attention: Mr. C. A. Tomassoms

Dear Mr. Tomassoms:

We have your letter of July 26, 1948, inquiring if the amount of the additional premium, $804.67, on insurance policies in favor of the Southern Pacific Company and Western Union Telegraph Company in connection with the Knickenberg Construction Company contract with the State Highway Commission for the Gates-Niagara Section of the North Santiam Highway will be recognized at the time the state makes final payment to the contractors for this project.

Your letter is being referred to Mr. R. H. Baldock, State Highway Engineer, for his consideration. No doubt you will hear from Mr. Baldock shortly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. R. H. Baldock

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

C. A. TOMASSENE
Wilcox Building
Phone Atwater 7521

Portland, Oregon

July 28, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

At the time that the Kuckenberg Construction Company was awarded the Gates-Niagara Contract, #2780, it was necessary to write Railroad Protective Public Liability and Property Damage Policies in favor of the Southern Pacific Company and Western Union Telegraph Company, this contract being in the amount of $387,929.00. We forwarded a statement to Kuckenberg for the amount of the premium on these two policies, which was $3,053.43, which they paid at that time.

The cost of this insurance is based on the total amount of the contract, and we found on checking with Kuckenberg that the completed contract was in the amount of $491,612.90, less of course, the original premium involved, which made a net total of the contract price $488,559.47. As the agent on this business, I forwarded to Kuckenberg a statement covering this additional premium, in the amount of $804.67.

I understand that they have received the final estimate from the Highway Commission, anddt did not include this item covering the additional premium. Kuckenberg wrote the State Highway Commission under date of May 17, calling this to their attention.

Would you be kind enough to check this matter and advise as to whether this item will be recognized at the time the state makes final payment to the contractors. Any information you might give will be appreciated. Thanking you, I remain

Very sincerely yours,

C. A. TOMASSENE & SONS

By: C A Tomassene

CAT/jt

RECEIVED
JUL 29 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 19 1948
FOR FILING

S-220 (2)
2750

July 12, 1948

Union Oil Company of California
Yeon Building
Portland 5, Oregon

Subject: Contract No. 2750

Gentlemen:

We have today contacted the Accounting Division regarding the status of final payment to Hochmuth Construction Company on the above contract. They have advised us that the final voucher was sent out to the contractor for signature on June 24, but to date has not been returned.

We are also informed that payment has been delayed due to failure of the company to submit one of the P.R.A. forms. We cannot advise any definite date of final payment.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HEC:FAG:ms

NOTED
H. B. GLAISYER

Union Oil Company of California

UNION BUILDING
PORTLAND 8, OREGON

Pltf's #47
Connection to cont. 6-24.

July 9, 1948

Oregon State Highway Department
State of Oregon
Salem, Oregon

Mr. H. B. Glaisyer

Gentlemen: CONTRACT #2780

In your letter of June 11 you advised that possibly final payment would be made to Kuckenberg Construction Company in two weeks. Has it been paid and if not what are the prospects of early payment?

Thanks.

Yours very truly,

W S Newton

WSN:eac

Credit Manager

RECEIVED
JUL 1 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 30 1948
FOR FILING

S-220 (2)

2780

June 28, 1948

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This to advise you that State Highway Contract No. 2780 for work on the Gates-Niagara Section of the North Santiam Secondary Highway, in Marion County, has been completed by the contractor, Kuckenberg Construction Company, and that final payment in the amount of $3308.02 will be made on or after July 8, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $491,920.92, of which amount $71,488.40 represents force account items. This contract was completed November 13, 1947 and accepted by the Commission on December 29, 1947.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene, Agent
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
7-2-48 GK

RECEIVED
JUN 14 1948
FOR FILING

S-220(2)

#-780

June 11, 1948

Union Oil Company of California
Yeon Building
Portland 8, Oregon

Attention: W. S. Newton, Credit Manager

Dear Mr. Newton:

We have your letter of June 9, in which you inquire as to the date of final settlement with Kuskenberg Construction Company on Contract No. 2780 for work performed on the Gates-Niagara Section of the North Santiam Secondary Highway.

An inquiry made today reveals that the final estimate has been submitted to the Salem office for checking and in the normal course of events the check should be mailed to the contractor in about two weeks. However, we were also advised that the contractor has not yet submitted all of the data required and that the check can not be released until this information has been received.

Yours very truly,

[redacted]

Secretary

FAQ:dr

Union Oil Company of California

YEON BUILDING
PORTLAND 8, OREGON

June 9, 1948

Oregon State Highway Commission
Salem
Oregon

H. B. Glaisyer, Secretary

Gentlemen:

State of Oregon Contract #2780
Kuckenberg Construction Company

We understand that final settlement to Kuckenberg Construction Company on this contract has been made or will be made shortly and we would like the date of settlement if that information is obtainable. Back in February you wrote us that it would be made in a month or six weeks; however we were recently told it had not yet been received.

Thank you for your early advice.

Yours very truly,

W S Newton

WSN:eac

Credit Manager

RECEIVED
JUN 11 1948
OREGON
STATE HIGHWAY COMMISSION

FORM 431 P 5-44 20M
PRINTED IN U.S.A.

RECEIVED
JUL 20 1948
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO
323-3

June 7, 1948

L. P. HOPKINS
SUPERINTENDENT
5-220 (2)

#2780

REFERRED TO
Mr. Williams
By Chief Engineer
See me about this.

Mr. W. H. Lynch
Bureau of Public Roads
P.O. Box 3900
Portland, Oregon

Dear Sir:

On April 1, 1948, we wrote the State of Oregon regarding charges in amount of $6,535.26 for flagging and inspecting during the period of August through December 1947 on the North Santiam Highway relocation project.

We were advised by the State that the matter was before you and that your office was attempting to get a decision indicating whether this charge and subsequent charges are properly the obligation of the contractor or not. We would appreciate being advised what decision was made in this regard. As you know we are experiencing difficulty in collecting other bills against the contractor and as he will soon be through with that portion of the work that effects the Southern Pacific Company, we would appreciate your confirmation that sufficient money will be withheld from his payments to satisfy this bill plus those that have accrued for train delays, track damage, etc.

Yours very truly,

Original
(Signed) L. P. HOPKINS

Cy: Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

RECEIVED
JUN 9 1948
OREGON
STATE HIGHWAY COMMISSION

Form E-1—EM—1-46

S-220(2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 5, 1948

Section Gates -- Niagara
Kind of work Grading & Bit. Mac. Surfacing
Highway North Santiam Secondary, Ore. 222
Section prefix 124- 1030
Contractor Kuckenberg Construction Co.
Contract number 8780
Date of contract February 6, 1946
Date of completion July 31, 1947
Date work started February 12, 1946
Estimated date of completion November 15, 1947
Amount of contract . . . . . $ 387,990.00
Per cent of time elapsed 119.6 %
Estimated cost of completed project, exclusive of engineering . . . . . $ 493,568.00
Per cent of contract completed, based on total contract price . . . . . 100 %
Engineering cost to date $ 37,287.76, 9.61 %
Date project was completed November 13, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work this week

RECEIVED JUN 8 - 1948 OFFICE OF CONSTRUCTION ENGINEER

NOTED H. W. LIBBY

RECEIVED JUN - 7 1948 OFFICE OF DIVISION ENGINEER SALEM NO. 2

NOTED E. A. PEASE

NOTED E. SMITH

NOTED
E. M. BOOTH

Signed Lockwood W. Franklin
Lockwood W. Franklin
Address 206 Sign Bldg, Shop Area, Salem, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.53	3.53		3.53	
Miles partially completed					
Miles completed	3.53	3.53		3.53	
Total estimated quantities	351,118.6	37,630			
Estimated quantities moved or placed to date	351,118.6	37,630			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 4 1948
FOR FILING

S 320(2)

June 1, 1948

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Illinois

Gentlemen:

On May 28, 1948, we notified you of the claim of Interstate Heavy Hauling Company against Muckenberg Construction Company for transportation of a tractor and blade from Estacada, Oregon, to the Muckenberg Construction Company contract on the North Santiam Highway, in Marion County, Oregon. The claim was in the amount of $277.53.

Today we received a letter from the Interstate Heavy Hauling Company advising us that the company is withdrawing this claim because the account has been taken care of. We are advising you of this so that you may clear your records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. C. A. Tomassene
14 Wilcox Building
Portland 4, Oregon

Mr. Floyd Query

NOTED ON CARD

June 1, 1948

Interstate Heavy Hauling Co.
8101 N. E. Union Avenue
Portland 11, Oregon

Attention: Mr. Ace Heints, Manager

Dear Mr. Heints:

Thank you for your letter of May 29 advising that your claim against J. R. MacGinnis and Kuckenberg Construction Company has been paid in full. We are correcting our records accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MEG:ce

NOTED ON CARD
6-1-48

INTERSTATE HEAVY HAULING CO.

8101 N. E. Union Avenue

PORTLAND, 11, OREGON

ACE HEINTZ PHONE TRINITY 1172 R. A. HEINTZ

May 29, 1948

R. H. Baldock, Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

On May 26, 1948 we notified your office that we were filing a claim of $277.53 against Project #2482, North Santiam for hauling a tractor for J. R. MaGinnis, who was doing some work for the Kuckenberg Construction.

This letter is to let you know that we are withdrawing that claim as the account has been taken care of.

Very truly yours,

Interstate Heavy Hauling Co.,

By: Ace Heintz
Ace Heintz, Manager.

NOTED ON CARD
6-25-48 JF

RECEIVED
JUN 1 1948
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
JUN 4 1948
FOR FILING

S-52 (E)

Files

May 28, 1948

Continental Casualty Co.
310 S. Michigan Avenue
Chicago 4, Illinois

Gentlemen:

I attach for your information a copy of a letter that has just been received from Interstate Heavy Hauling Company advising of their claim against the Knohlenberg Construction Company, in the amount of $277.53, for the transportation of a tractor and blade from Estacada, Oregon to the Knohlenberg Construction Company contract on the North Santiam Highway in Marion County. This letter is self-explanatory.

We have no way of determining what job this claim is against, but assume it arises in connection with State Highway Contract No. 2780 for the grading and surfacing of the Gates-Niagara Section, which contract was awarded by the State Highway Commission to Knohlenberg Construction Company on February 6, 1946.

We are providing you with this information because your name appears as surety on the bond furnished by the contractor in connection with this job.

Respectfully yours,

Secretary
Oregon State Highway Commission

HHC:jb

Encl.

cc - F. A. Query

C. A. Tennyson
2A Wilcox Building
Portland 4, Oregon

NOTED ON CARD
6-25-48 (

May 28, 1948

Interstate Heavy Hauling Co.,
3101 N. E. Union Avenue
Portland 11, Oregon

Gentlemen:

This acknowledges your letter of May 26, advising us of your claim in the amount of $277.53 against Hackenberg Construction Company, contractors for construction of a section of the North Santiam Highway in Marion County.

I presume that you are filing this claim against the Hackenberg Construction Company's contract with the State Highway Commission, being Contract No. 2780 for the grading and surfacing of a four-mile section between Gates and Niagara, and such being the case, I have to advise you that the bond furnished by Hackenberg Construction Company in this instance was written by the Continental Casualty Company for whom C. A. Tomassene, 15 Wilcox Building, Portland 4, Oregon, is the agent.

I would suggest that you file your claim with this bonding company. In order to further protect the claim, I would further suggest that you file a claim with the Secretary of State pursuant to the provisions of statutes covering such matters, a mimeographed copy of which I enclose for your ready reference.

Respectfully yours,

Secretary
Oregon State Highway Commission

HHK:jb
Encl.

cc - Mr. F. A. Cleary

NOTED ON CARD
6-2 45

INTERSTATE HEAVY HAULING CO.

8101 N. E. Union Avenue

PORTLAND, 11, OREGON

ACE HEINTZ PHONE TRINITY 1172 R. A. HEINTZ

May 26, 1948

R. H. Baldock, Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

On June 13, 1947, we hauled a tractor and Blade from Estacada, Oregon to the H. Kuckenberg Construction job on North Santiam project # 2482. This equipment was the property of J. R. MaGinnis and the haul was authorized by Mr. McGinnis. Up to this time he has failed to make any payment saying that we should look to Jewett, Barton, Leavy and Kern, who are handling the bond on this job for the Kuckenberg Construction, for payment. They in turn referred us to the Kuckenberg Construction who say that Mr. McGinnis is responsible for the payment.

The amount due for the above haul is $277.53 and we are at this time filing a claim for this amount with your office against the above mentioned project.

Very truly yours,

Interstate Heavy Hauling Co.,

By: Ace Heintz
Manager.

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD
5-26-48 GR

RECEIVED
MAY 28 1948
OREGON
STATE HIGHWAY COMMISSION

NOTE TO Hauling Co
DATE 5-26

RECEIVED
MAY 3 1948
FOR FILING.

S-220(2)

May 3, 1948

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Ill.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Kuckenberg Construction Company on contract No. 2780, for the Gates-Niagara Section of North Santiam Secondary Highway in Marion County. This payment, in the amount of $15,902.87, will be made on or after May 13, 1948. The retained percentage is $3,000.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene, Agent
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
5-3-48 gl

RECEIVED
MAY 3 1948
FOR FILING

S-220(2)

April 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 6 establishing the price of cement used on the Gates-Niagara Section of the North Santiam Secondary Highway in Marion County, Contract No. 2780, in connection with Federal Aid Project No. S-220 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs
Encl.

RECEIVED
APR 12 1948
FOR FILING
S-220(a)

April 9, 1948

Kuskenberg Construction Co.
Route 7, Box 949
Portland 16, Oregon

Attention: Mr. Henry Kuskenberg

Gentlemen:

We refer to your letter of April 7, concerning final payment on Contract 2780 for grading and surfacing work on the Gates-Niagara Section.

Payment of this final has been delayed by man-power shortage in our engineering forces. The resident engineer advises that he will have his final estimate figured by the end of next week. When we have that we will issue a semifinal payment covering such items as were not included in the last monthly estimate and releasing all but $3,000 of the retained percentage.

The retention of $3,000 will have to be carried until the estimate can be checked in detail in this office, which, due to pressure of other work, will be approximately 60 days. Please, in the meantime, see that the resident engineer is furnished the "Record of Materials and Supplies" which is called for on page 5 of the printed special provisions (orange colored sheets) in the contract. Mr. Franklin advises that request for this information was made to you some time ago.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

ADDRESS ALL MAIL: Route 7 - BOX 949

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

PORTLAND 16, OREGON

Phone WEbster 2259
11104 N. E. Holman St.

April 7, 1948.

State of Oregon Highway Department,
Salem, Oregon.

Gentlemen: Attention: Mr. Baldock.

Early in November of 1947 we completed Contract 2780 North Santiam Highway between Gates and Niagara. Todate we have not received a final estimate. It is our understanding that final estimates are to be paid thirty days after completion of contracts.

Kindly advise us why this particular contract has been held up, and what date we can expect a final estimate and payment of same.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY

H. Henry Kuckenberg

HAK:gl

Henry Kuckenberg, Partner.

PR-47-A should be submitted.

RECEIVED
APR 8 1948
OREGON
STATE HIGHWAY COMMISSION

FORM S-1202 1000 11-47

RECEIVED
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

S-220(2)

April 6, 1948

#2780

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 1, listing unpaid bills in the amount of $6,535.26 for flagmen and watchmen services on the Mill City Branch during construction of the North Santiam Highway by the Public Roads Administration for the period from August through December, 1947.

We realize that, under the agreement between the State Highway Commission and the Southern Pacific Railroad, the railroad company is entitled to reimbursement for the services rendered. Unfortunately, we are in controversy with the contractor over the payment of these bills owing to the fact that he refuses to assume the obligation which he believes is contrary to his contract with the Public Roads Administration. The Public Roads Administration is attempting to clarify the matter and we have hopes that this may soon be done. Meanwhile, we must delay payment but do assure you that your interest in the matter will be protected by the State of Oregon in accordance with the agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
W. C. WILLIAMS

cc: W. H. Lynch
J. M. Devers
W. C. Williams

RECEIVED
FEB 16 1948
FOR FILING
S-220(2)

February 13, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Attention: W. E. Krafft, Vice President

Gentlemen:

This is to acknowledge your letter of February 4, in which you request us to identify contract No. 2780. This contract is held by the Kuckenberg Construction Company for grading and surfacing on the Gates-Niagara Section of the North Santiam Secondary Highway.

This is the only contract that the State Highway Commission holds with the Kuckenberg Construction Company on the North Santiam Highway. We understand, however, that this company has a contract with the Federal Government for work east of the Gates-Niagara Section.

The amount of the bond for contract No. 2780 is $387,929.

We regret that our letter of January 12, in which we wrote you regarding this matter, went astray.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

W. E. KRAFFT
Vice President

February 4, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: Kuckenberg Construction Company
Contract No. 2780 covering the
Gates-Niagara Section of the
North Santiam Secondary Highway

We do not appear to have heard from you in reply to our letter of December 29, 1947, wherein we requested that you advise us which contract should be numbered 2780, inasmuch as we have two bonds on the North Santiam Highway. We shall appreciate your prompt advices in this respect.

Yours very truly,

WEK:VA

REFERRED TO

please prepare reply

RECEIVED
FEB 9 1948
OREGON
STATE HIGHWAY COMMISSION

S-220(2)

CROSS REFERENCE SHEET

Name or Subject L. P. Hopkins, Superintendent
Southern Pacific Co.
Union Station
Portland, 9, Oregon

File No.

Regarding Culverts to be cleaned out and one constructed on the South Pacific Right of Way, to meet the inspection of the Company.

Date 2/9/48

SEE

Name or Subject CONSTRUCTION
Culverts

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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RECEIVED
FEB 6 1948
FOR FILING

5-220(2)

February 4, 1948

Union Oil Company of California
Yeon Building,
Portland, 8, Oregon

Gentlemen:

We have your letter of February 2, 1948 regarding final payment to the Kuckenberg Construction Company on Contract no. 2780.

In our letter of December 26, regarding this same contract, we stated that it would be at least a month before the final could be paid and that neither the semi-final nor the final estimate had as yet been submitted. At this time we cannot give any definite date as to when final payment will be made, as neither the final nor the semi-final have as yet been submitted. The job has been completed and accepted by the commission, and we have hopes that final payment can be made in a month or six weeks.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:jb

Union Oil Company of California

UNION BUILDING
PORTLAND 8, OREGON

February 2, 1948

Oregon State Highway Commission
Salem
Oregon

H. B. Glaisyer, Secretary

Gentlemen: State of Oregon Contract #2780

We very much appreciate your letter of December 26 in which you told us that final settlement of the subject contract would be made in approximately 30 days. Payment of our account to a subcontractor is awaiting final payment on this contract, and we would appreciate it greatly if you could tell us when that final payment will be made.

Thank you.

Yours very truly,

W S Newton

WSN:eac

Credit Manager

REFERRED TO
Query
BY SECRETARY
prepare reply

RECEIVED
FEB 4 1948
OREGON
STATE HIGHWAY COMMISSION

FORM 401 P 5-44 20M
PRINTED IN U.S.A.

RECEIVED
FEB 5 1948
FOR FILING
2780
S-220 (2)

February 4, 1948

Continental Casualty Company
Fourth Avenue Building
Seattle, Washington

Gentlemen:

This is to acknowledge your letter of January 27, 1948, in which you inquire as to the final contract price on contract number 2780, with the Kuckenberg Construction Company for work on the North Santiam Highway.

As of this date, neither the semi-final nor the final estimates have been sent in. For your further information, the job was completed on November 13, 1947, and accepted by the Commission on December 29, 1947. The estimate as of November 13, shows a total of work performed in the amount of $487,329.93. Of this amount $68,312.76 is for force account. The retained percentage as of November 13, is $14,619.90, and the amount paid to the contractor is $472,710.03.

We regret that we cannot give you the exact total contract price, but we have been advised that the estimate of November 13 will be probably within two percent of the final amount.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:jb

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, CHICAGO, ILLINOIS

L. G. GREWE, MANAGER

NORTHWEST BRANCH OFFICE
1120-1411—4TH AVE. BLDG.
SEATTLE, WASHINGTON
TELEPHONE MAIN 7410

WARNER M. BRUCE, MANAGER
SURETY DEPARTMENT

Marion Co.
278D

January 27, 1948

Mr. H. H. Glaiser
Department of Highways
Salem, Oregon

Dear Sir:

Re: Bond 907587
Kuckenberg Construction Company

We received a status report from your office in connection with the above contract on November 18, 1947 stating that the contract was completed on November 13, 1947 and that the final contract price to October 10, 1947 was $445,525.

Will you please advise us whether the final contract price has now been definitely determined and if so let us have the amount.

Very truly yours,

Warner M. Bruce

WMB:er

Manager Surety Department

11-13 est. Total 487,329.93 (68,312.76 force acc.)
retained 14,619.90
to Contr. 472,710.03

REFERRED TO
BY SECRETARY

RECEIVED
JAN 30 1948
STATE HIGHWAY COMMISSION

RECEIVED
JAN 20 1948
FOR FILING

S-220 (2)

January 19, 1948

Kuckenberg Construction Co.
Route 7, Box 949
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 107 days, from July 31 to November 15, 1947, within which to complete your contract No. 2780 for the Gates-Niagara Section of the North Santiam Secondary Highway, in Marion County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Eason,
Division Engineer

RECEIVED
JAN 15 1948
FOR FILING

S-220 (2)

January 12, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have your letter of December 29, 1947, in which you inquire about the bond in connection with contract No. 2780. We are not able to identify the amount of bond for this contract with either of the amounts that you mention in your letter.

Our original copy of the contract No. 2780 is for the Gates-Niagara Section of the North Santiam Secondary Highway in Marion County and is for grading and surfacing. It is further identified as Federal No. S - 220 (2).

The bond, as executed in the contract, is in the amount of $387,929.00 and was issued by the Continental Casualty Company through its agent, C. A. Tomassens of Portland. This bond was effective as of February 6, 1946.

We hope that this information will be of assistance to you in determining your problem.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - C. A. Tomassens, Agent
Wilcox Building
Portland 4, Oregon

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE: 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

December 29, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Re: Kuckenberg Construction Company
Contract No. 2780 covering the
Gates-Niagara Section of the
North Santiam Secondary Highway

- -

We are in receipt of your communication of December 19, 1947, wherein you state that it is the intention of the State Highway Commission to release to the Kuckenberg Construction Company a portion of the funds that heretofore have been retained by the Commission in connection with contract covering No. 2780 covering the Gates-Niagara Section of the North Santiam Secondary Highway in Marion County, and this payment amounting to $27,184.92 will reduce the amount of the retained percentage to 3% of the total amount earned by the contractor, or the total sum of $14,619.90.

We are having a little difficulty in identifying the particular case to which you refer. According to our records we are surety on two bonds on the North Santiam Highway, one executed effective as of May 9, 1947, in the penal sum of $132,690.00, on which the underlying contract is described as Project Oregon 24-B3, Unit 1, North Santiam Highway. The other bond was executed effective as of October 13, 1947, in the penal sum of $525,987.00, and the underlying contract is described as Oregon Forest Highway Project 24-A4, B4. Neither of these contracts is numbered 2780.

In order that we may complete our records will you please advise us which of the contracts mentioned herein should be numbered 2780. We appreciate your courtesy in this connection.

RECEIVED
JAN 1 1948
OREGON
STATE HIGHWAY COMMISSION

Yours very truly,

W. E. Krafft, Vice President

WEK:VA

RECEIVED
JAN 9 1946
FOR FILING
S-220 (2)
2780

January 7, 1946

Honorable County Court of Marion County
Salem, Oregon

Gentlemen:

This is to advise that the grading and bituminous macadam surfacing project on the Gates-Niagara Section of the North Santiam Highway in Marion County has been officially accepted as completed.

In accordance with the agreement executed by Marion County and the State Highway Commission, under date of December 14, 1945, five sections of the old route, identified as Units "A", "B", "C", "D", and "E" in the agreement, are now under the jurisdiction and control of the county, and shall be maintained by the county or vacated, as the county may determine.

Very truly yours,

R. H. Baldock
State Highway Engineer

CC:ms

cc Mr. Oscar Cutler

RECEIVED
JAN 12 1948
FOR FILING

S-220 (2)

December 26, 1947

Union Oil Company
Yeon Building
Portland 5, Oregon

Attention: Mr. W. S. Newton
Credit Manager

NOTED
H. B. GLAISYER

Dear Mr. Newton:

In reply to your letter of December 12 regarding Contract No. 2 80 held by the Kuckenberg Construction Company for work on the Gates-Niagara Section of the North Santiam Highway, we wish to advise that the contract was completed November 13, 1947.

The semi-final estimate has not been presented, but the estimate as of December 17, 1947, shows that an amount of $14,619.90 is being retained under the terms of the contract. The amount of the December 17 estimate, $27,184.92, has not been paid to the contractor.

Although it is too soon to give an exact date for the payment of either semi-final or final estimate, it will be at least a month before the final is paid.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ec

2780 Kuckenberg Construc Co.

Gates – Niagara Sec. 11 Southern Pkwy

Comp. 11-13-47

What monies still due? 13,500 approx mat. final

14,619.90 ret % as of 12-17-47

27,184.92 – 12/17/47 ret. #19 pay't. interim

part ret. % to be paid once after 12-29-47
not yet accepted.

no semi-final

Union Oil Company of California

YEON BUILDING
PORTLAND 8, OREGON

December 12, 1947

State Highway Commission
Salem
Oregon

Gentlemen:

State of Oregon Contract #2780
D. B. Doherty, Sub-contractor

Will you please advise us the present status of this account, the anticipated completion date if it hasn't been completed, and any information that you can on monies still due on this contract and when they will be paid?

Thank you for your prompt attention to this request.

Yours very truly,

W S Newton

WSN:eac

Credit Manager

REFERRED TO
SECRETARY

RECEIVED
DEC 17 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 19 1947
FOR FILING

December 19, 1946

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to the Kuckenberg Construction Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2780 covering the Gates-Niagara Section of the North Santiam Secondary Highway, in Marion County. This payment, which is in the amount of $27,184.92, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,619.90. The present payment to the contractor will be made on or after December 29, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene, Agent
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

12-19-47

RECEIVED
DEC 24 1947
FOR FILING

S-220(2)

December 19, 1947

Oregon State Highway Commission

Gentlemen:

I am attaching hereto a request of Kuckenberg Construction Co. for an extension of time from July 31, 1947 to November 15, 1947, on Contract No. 2'66, Gates-Niagara Section of the North Santiam Secondary Highway.

Due to a slide condition occurring on this project, which required additional work, and because of heavy rains during the months of October, he was unable to complete the shoulders and cleanup work.

The oiling was completed the latter part of September and little inconvenience was suffered by the traveling public after that date.

I recommend the granting of this extension without penalty, which recommendation is concurred in by Mr. T. H. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc W. C. Williams
H. G. Smith

RECEIVED
DEC 8 1947
FOR FILING

S-220(2)

December 5, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time, from July 31, 1947, to November 15, 1947, on Contract No. 2750, the Gates-Niagara Section of the North Santiam Secondary Highway, S-220 (2), to Ruckenberg Construction Company, contractors.

Due to a slide condition occurring on this project, which required approximately $70,000 of additional work, the contractor was delayed a considerable period of time. His oiling work was completed the latter part of September, but, because of heavy rains during the month of October, he was unable to complete the shoulders and clean-up work. For this reason, I recommend the extension as requested without penalty.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
SEP 2 1947
FOR FILING
S-220(2)

August 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of August 19, 1947 we are sending under separate cover four copies of easement agreement covering encroachments on the Southern Pacific Company's right of way by Project No. S-220 (2), Gates-Niagara Section.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:lh

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

August 19, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We do not find that copies of the easement covering encroachments on the railroad right of way by Oregon Project No. S-220(2), Gates - Niagara section of the North Santiam Highway have been submitted.

Will you please submit copies at your earliest convenience.

RR 315

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUL 30 1947
FOR FILING

S-220(2)

July 28, 1947

Hunkenberg Construction Company
Route 7, Box 949
Portland 15, Oregon

Gentlemen:

The Resident Engineer on the Cedar-Niagara project, your Contract No. 2750, reports your refusal to remove some of your stockpiled material which interferes with the construction of the highway roadbed, without written authority.

I understand this stockpiled material is your surfacing and bituminous aggregates, and was placed on a portion of the graded highway roadbed and adjacent waste bank without authority, written or verbal. There was no objection made, however, with the expectation that there would be no interference with the required construction. It now develops that parts of these piles occupy portions of the proposed new grade being made from the overyardage of the quarry cut, and must be moved in part to complete the roadbed.

Since the State had no obligation to provide a site for your use in stockpiling material and since we did not give you permission to place the materials as placed, the Resident Engineer's instructions to clear the roadbed section must be carried out promptly by you at your expense to expedite the completion of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: E. G. Smith
F. D. Mason
L. W. Franklin

RECEIVED
JUL 23 1947
FOR FILING

S-220(2)

Salem, Oregon
July 22, 1947

Mr. Lockwood W. Franklin
Resident Highway Engineer
Mill City, Oregon

Dear Sir:

In checking Estimate No. 13 for work done to July 15 on the Gates-Niagara Section, Contract No. 2760, we note the following error:

In Item No. 4, General Excavation, Unclassified, you show 344,169.3 cubic yards as Total Quantities to Date. Quantities in the body of the estimate total 344,169.1 cubic yards. Quantities Handled Since Last Estimate should be -1573.1.

On Sheet 2B, you show only Total Quantities to Date. We have completed this sheet, entering quantities as necessary from Estimate No. 14 and showing Quantities Handled Since Last Estimate. These quantities are shown on your Quantity Summary Sheet.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

DHP:EM

cc: W. D. Mason

RECEIVED
MAR 10 1947
FOR FILING

S-220-2

March 4, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 4, covering the removal of material unsuitable for crushing from the quarry cut at Stations 296+80 to 302+40 on the Gates-Niagara Section of the North Santiam Highway in Marion County, Contract No. 2780, in connection with Federal Aid Project No. S-220 (2).

Provision was made in the contract for excavating additional material, if any, from this cut after crushing operations were completed. It is necessary, however, to remove unsuitable material during crushing operations.

Very truly yours,

H. G. Smith
Acting State Highway Engineer

DEP:GS

Encl.

S-220-2
#2780

CROSS REFERENCE SHEET

Name or Subject Marion County Court
Salem, Oregon

File No.

Regarding Authority to purchase 6,000 cubin yards of 1"-0 crushed rock from P. B. Dougherty and bill us for the cost thereof in accordance with our maintenance agreement with you. To be produced in accordance with State Highway Contract No. 2780.

Date 12/10/46

SEE

Name or Subject MAINTENANCE
Highways
North Santiam

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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Jon

MONTANA
OREGON
WASHINGTON

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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT OFFICE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S-220(2)

November 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement and certificate for Oregon Federal Aid Secondary Project No. S-220(2), Gates-Nigara Section of the North Santiam Highway in Marion County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 23 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

Sta. Oregon WASpr 7143

Federal Aid Secondary Project No. S-220(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of October, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 30th day of revised October, 19 45, a project statement, which was approved on the 20th day of November, 19 45, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of November 19 45; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Two hundred forty-two thousand three hundred thirty and 00/100

dollars ($ 242,330.00) as the share of the United States payable under said act on account of Section said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State [redacted] (Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station [redacted] and survey station [redacted] without exception

_____, length [redacted] miles, in [redacted] County, being Section [redacted] of [redacted] project No. [redacted], consisting of [redacted] miles of roadway and [redacted] bridges, each of more than 20 feet clear span, [redacted] of a mile in length.

16—11379 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11279-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of Two hundred forty-two thousand three hundred thirty and 00/100 dollars ($ 242,330.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Four hundred seventeen thousand Eight hundred eleven and 90/100 dollars ($ 417,811.90), the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11379-1 GPO

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 20th day of November, 1946

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By Austin Flanagan
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Hyslop
Secretary
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer
U.S. Public Roads Administration

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-220(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 117,811.90 as the total estimated cost of said project, and the sum of $ 212,330.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of ~~Washington~~ Portland, Oregon this 20th day of November one thousand nine hundred and ~~forty-six~~

~~COMMISSIONER~~ OF PUBLIC ROADS

By ~~DIVISION ENGINEER~~

Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
OCT 26 1946
FOR FILING

S-220(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
DIVISION EIGHT

October 25, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-220(2)
Gates-Niagara Sec.
North Santiam Hwy.

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

A notation on plan sheet 8 has been corrected to show the project ending in "Section 28" instead of "Section 30".

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OCT 26 1946
STATE HIGHWAY COMMISSION

RECEIVED
APR 2 1947
FOR FILING

S-220(2)

September 26, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate on basis for project agreement for the Sutherlin Section, Project No. S-220 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JHH:JT
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-220 (2)

GATES-NIAGARA SECTION OF THE

NORTH SANTIAM HIGHWAY IN MARION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 16, 1946

Construction

All Required		Clearing and Grubbing			$ 30,000.00
700	cu. yds.	Structural Excavation, Unclassified		$ 5.00	3,500.00
800	cu. yds.	Trench Excavation, Unclassified		4.00	3,200.00
368,000	cu. yds.	General Excavation, Unclassified		0.48	176,640.00
900,000	yd. stn.	Short Overhaul		0.02	18,000.00
6,600	C-yd. stn.	Long Overhaul		0.50	3,300.00
11,500	lin. ft.	Rounding Cutbanks		0.15	1,725.00
3.53	miles	Finishing Roadbed and Slopes		350.00	1,235.50
90	lin. ft.	12" Perforated Concrete Pipe		2.00	180.00
330	lin. ft.	12" Concrete Pipe		2.00	660.00
540	lin. ft.	18" Concrete Pipe		3.00	1,620.00
1,050	lin. ft.	24" Concrete Pipe		3.75	3,937.50
180	lin. ft.	36" Concrete Pipe		7.00	1,260.00
110	lin. ft.	48" Concrete Pipe		11.00	1,210.00
44	lin. ft.	Salvaging Culvert Pipe		3.00	132.00
10	cu. yds.	Rock or Gravel Backfill in Drains		5.00	50.00
490	cu. yds.	Class "A" Concrete		50.00	24,500.00
79,000	lbs.	Metal Reinforcement		0.07	5,530.00
26,500	cu. yds.	3" - 0" Materials in Base		2.30	60,950.00
7,500	cu. yds.	1" - 0" Materials in Base and Shoulders		2.30	17,250.00
850	M-gals.	Sprinkling		2.50	2,125.00
3.53	miles	Preparation of Base		200.00	706.00
3,740	cu. yds.	Furnishing and Placing Aggregates		3.50	13,090.00
48	tons	Furnishing and Placing RC-3 or Emulsified Asphalt		31.00	1,488.00
290	tons	Furnishing and Placing RT-8 Tar		26.00	7,540.00
			Subtotal		$379,829.00
			10% Engr. & Cont.		37,982.90
			Total		$417,811.90
		Length	3.527 miles		
		Cost per mile	$118,460.98		

Federal Aid Funds- - - -

Oregon State Highway Department

Federal Aid Secondary
Project No. S-220 (2)

SALEM-NIAGARA SECTION OF THE

SILVER FALLS HIGHWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon. December 23, 1943

All Required		Lands, Rights of Way, Etc.			$ 13,000.00
Construction					
All Required		Clearing and Grubbing			$ 23,000.00
700	cu. yds.	Structural Excavation, Unclassified		$ 3.00	2,100.00
800	cu. yds.	Trench Excavation, Unclassified		2.50	2,000.00
368,000	cu. yds.	General Excavation, Unclassified		.51	187,680.00
900,000	yd. sta.	Short Overhaul		.015	13,500.00
6,600	C-yd. Sta.	Long Overhaul		.40	2,640.00
11,500	lin. ft.	Rounding Gutbanks		.10	1,150.00
3.53	miles	Finishing Roadbed and Slopes		450.00	1,588.50
90	lin. ft.	12" Perforated Concrete Pipe		2.00	180.00
330	lin. ft.	12" Concrete Pipe		2.00	660.00
540	lin. ft.	18" Concrete Pipe		3.00	1,620.00
1,050	lin. ft.	24" Concrete Pipe		4.50	4,725.00
180	lin. ft.	36" Concrete Pipe		8.00	1,440.00
110	lin. ft.	48" Concrete Pipe		12.00	1,320.00
44	lin. ft.	Salvaging Culvert Pipe		1.00	44.00
10	cu. yds.	Rock or Gravel Backfill in Drains		4.00	40.00
490	cu. yds.	Class "A" Concrete		40.00	19,600.00
77,000	lbs.	Metal Reinforcement		.07	5,390.00
26,500	cu. yds.	3" - 0" Materials in Base		2.00	53,000.00
7,500	cu. yds.	1" - 0" Materials in Base & Shoulders		2.25	16,875.00
850	M-Gals.	Sprinkling		2.00	1,700.00
3.53	Miles	Preparation of Base		200.00	706.00
3,740	cu. yds.	Furnishing and Placing Aggregates		3.50	13,090.00
48	Tons	Furnishing and Placing RC-3 or Emulsified Asphalt		30.00	1,440.00
242	Tons	Furnishing and Placing 121-150 Asphalt		30.00	7,260.00
290	Tons	Furnishing and Placing RT-8 Tar		26.00	(Alternate)
			Subtotal		$ 364,888.50
			10% Engr. & Cont.		36,488.85
			Total		$ 401,377.35
		Length	3.527 miles		
		Cost per mile	$113,801.94		

SUMMARY OF ITEMS

Item	Federal Share	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 13,000.00	$ 6,000.00	$ 7,000.00
Construction	[illegible]	[illegible]	[illegible]
	$434,377.35	$306,000.00	$ 128,377.35

Oregon State Highway Department

Federal Aid Secondary
Project No. S-220 (2)

GATES-HAGARA SECTION OF THE
NORTH SANTIAM HIGHWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 26, 1945

All Required		Lands, Rights of Way, Etc.		$ 13,000.00
Construction				
All Required		Clearing and Grubbing		$ 20,000.00
700	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,750.00
600	cu. yds.	Trench Excavation, Unclassified	2.00	1,200.00
37,000	cu. yds.	Excavation at Station 300, Unclassified	.50	18,500.00
360,000	cu. yds.	General Excavation, Unclassified	.50	180,000.00
900,000	yd. stas.	Short Overhaul	.015	13,500.00
6,600	C-yd.stas.	Long Overhaul	.40	2,640.00
11,500	lin. ft.	Rounding Gutbenks	.10	1,150.00
3.53	miles	Finishing Roadbed and Slopes	450.00	1,588.50
90	lin. ft.	12" Perforated Concrete Pipe	2.00	180.00
330	lin. ft.	12" Concrete Pipe	2.00	660.00
540	lin. ft.	18" Concrete Pipe	3.00	1,620.00
1,050	lin. ft.	24" Concrete Pipe	4.50	4,725.00
180	lin. ft.	36" Concrete Pipe	8.00	1,440.00
110	lin. ft.	48" Concrete Pipe	12.00	1,320.00
44	lin. ft.	Salvaging Culvert Pipe	1.00	44.00
10	cu. yds.	Rock or Gravel Backfill in Drains	4.00	40.00
490	cu. yds.	Class "A" Concrete	35.00	17,150.00
79,000	lbs.	Metal Reinforcement	.07	5,530.00
26,500	cu. yds.	3" - 0" Materials in Base	2.00	53,000.00
7,500	cu. yds.	1" - 0" Materials in Base and Shoulders	2.50	18,750.00
850	M-gals.	Sprinkling	2.00	1,700.00
3.53	miles	Preparation of Base	200.00	706.00
3,740	cu. yds.	Furnishing and Placing Aggregates	3.50	13,090.00
48	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	1,440.00

242	tons	Furnishing and Placing 121-150 Asphalt	$30.00	$ 7,260.00
290	tons	Furnishing and Placing RT-8 Tar	26.00	(Alternate)
			Subtotal	$369,383.50
			10% Engr. & Cont.	36,938.35
			Total	$406,321.85
		Length	3.527 miles	
		Cost per mile	$115,203.24	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 13,000.00	$ 6,400.00	$ 6,600.00
Construction	406,321.85	219,600.00	186,721.85
	$419,321.85	$226,000.00	$193,321.85

Oregon State Highway Department

Federal Aid Secondary
Project No. S-220 (2)

SALEM-NIAGARA SECTION OF THE NORTH SANTIAM HIGHWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 21, 1945

All Required		Lands, Rights of way, Etc.		$ 13,000.00
Construction				
All Required		Clearing and Grubbing		$ 20,000.00
700	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,750.00
800	cu. yds.	Trench Excavation, Unclassified	2.00	1,600.00
37,000	cu. yds.	Excavation at Station 300, Unclassified	.50	18,500.00
360,000	cu. yds.	General Excavation, Unclassified	.50	180,000.00
900,000	yd. stas.	Short Overhaul	.015	13,500.00
6,600	C-yd. stas.	Long Overhaul	.40	2,640.00
11,500	lin. ft.	Rounding Cutbanks	.10	1,150.00
3.53	miles	Finishing Roadbed and Slopes	450.00	1,588.50
90	lin. ft.	12" Perforated Concrete Pipe	2.00	180.00
330	lin. ft.	12" Concrete Pipe	2.00	660.00
540	lin. ft.	18" Concrete Pipe	3.00	1,620.00
1,050	lin.ft.	24" Concrete Pipe	4.50	4,725.00
180	lin. ft.	36" Concrete Pipe	8.00	1,440.00
110	lin. ft.	48" Concrete Pipe	12.00	1,320.00
44	lin. ft.	Salvaging Culvert Pipe	1.00	44.00
10	cu. yds.	Rock or Gravel Backfill in Drains	4.00	40.00
490	cu. yds.	Class "A" Concrete	35.00	17,150.00
73,000	lbs.	Metal Reinforcement	.07	5,530.00
26,500	cu. yds.	3" - 0" Materials in Base	2.00	53,000.00
7,500	cu. yds.	1" - 0" Materials in Base and Shoulders	2.50	18,750.00
850	M-gals.	Sprinkling	2.00	1,700.00
3.53	miles	Preparation of Base	200.00	706.00
3,400	cu. yds.	Furnishing and Placing Aggregates	3.50	11,900.00
44	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	1,320.00

220 tons	Furnishing and Placing 121-150 Asphalt		$ 30.00	$ 6,600.00
264 tons	Furnishing and Placing MT-8 Tar			(Alternate)
		Subtotal		$367,413.00
		10% Engr. & Cont.		36,741.35
		Total		$404,264.85

Length	3.527 miles
Cost per mile	$114,620.03

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 13,000.00	$ 6,400.00	$ 6,600.00
Construction	$404,264.85	$219,600.00	184,664.85
	$417,264.85	$226,000.00	$191,264.85

GATES-NIAGARA SECTION

PROJECT NO. S-220 (2)

While negotiations for rights of way are in progress, fifteen parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within twenty-one days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 21, 1945

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

January 2, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project S-220(2), the Gates Niagara Section of the North Santiam Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

The present authorization for advertising is subject to the same conditions as were made in our letter dated November 28, 1945.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 5 1946
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Sec. Bldrs

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

November 28, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project No. S-220(2), Gates-Niagara Section of the North Santiam Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld until the right-of-entry to right-of-way not obtained is secured.

Copies of your agreement with the Southern Pacific Railroad relative to the encroachments on their right-of-way within the project limits should be sent to this office not later than the submission of the project agreement estimate.

Recommendation of the P.S.& E. for approval is subject to the condition that the paragraph on alterations in the Special Provisions will not apply insofar as Federal funds are concerned.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 1 1945
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 14 1946
FOR FILING

S-230-2

September 10, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 3 covering the furnishing and placing of 1490 lineal feet of 8-inch perforated metal drain pipe, Stations 340+85 to 358+75 and 361+15 to 367+15, on the Gates-Niagara Section of the North Santiam Secondary Highway in Marion County, Contract No. 2780, in connection with Federal Aid Project No. S-220 (2).

This work is necessary to drain slide areas and take care of seepage water encountered in construction work. There was 6-inch pipe in the original contract bid items.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:JF

RECEIVED
AUG 17 19
FOR FILING

S-220(2)

August 12, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 1 covering substitution of 129 feet of 12" perforated corrugated iron pipe for 12" perforated concrete pipe at Stations 248+50 and 360+00 on the Gates-Niagara Section of the North Santiam Secondary Highway in Marion County, Contract No. 2760, in connection with Federal Aid Project No. S - 220 (2).

Concrete pipe is not available and it is necessary to substitute iron pipe in order to continue uninterrupted progress on this project.

This was approved by Mr. Davis by telephone on August 9, 1946.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

DHP:GHB

ENC.

FORM S-120 10M 11-45

RECEIVED
JUL 15 1946
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUFF, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. S. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

S 220(2)

July 10, 1946

Mr. R. H. Baldock,

Office.

Dear Mr. Baldock:

Some days ago I wrote the attorneys for the Southern Pacific Company and asked them if they would please speed up the redraft of the agreement covering right of way in connection with the Santiam project. It has been quite some time since the conference was held in the office of the Company's attorneys and our agreement at the time made necessary only a change of a few lines in the contract, but for some reason or other I was getting no action.

Today, in response to my last letter, I received this information: "We are endeavoring to expedite submission to you of the redrafted agreement covering the proposed highway construction along the North Santiam Highway." I hope soon to have the redraft.

Yours very truly,

J. M. DEVERS

JMD:PW
cc H. G. Smith

State Highway Engineer

RECEIVED
JUL 10 1946
FOR FILING

S-220(2)

July 5, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3, covering the removal of bracing from railroad trestle at Bad Banks Creek at Station 373+30 on the Gates-Niagara Section of the North Santiam Highway in Marion County, Contract No. 2760, in connection with Federal Aid Project No. S-220(2).

Removal of the bracing is necessary to make room for the end of box culvert and fill material which will replace the bracing for support of the trestle.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS

Encl.

RECEIVED
MAY 16 1946
FOR FILING

S 220-2

May 11, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, are copies of Order for Extra Work No. 2, covering extra excavation and backfill for 36" concrete culvert at Station 272+39, on the Gates-Niagara Section, Contract No. 2780, in connection with F. A. Project No. S-220 (2).

This extra work is made necessary by conditions encountered in excavation and necessity of maintaining the flow-line elevation.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS

Encl.

RECEIVED
APR 12 1946
FOR FILING

S 220-2

April 18, 1946

Eschenberg Construction Company
11,104 Northeast Holman Street
Portland, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of April 9th, transmitting liability and property damage policies issued in favor of the Southern Pacific Company and Western Union Company and having to do with your contract on the Gates-Kingsan Section of the North Santiam Highway.

To correct an error in addition, your invoice has been increased from $2,953.43 to $3,053.43. Payment of the invoice will be included in your next regular monthly contract payment, voucher for which is due to be issued to you in the next day or two.

The item is being handled as an "extra work" item. Copy of the extra work order issued to cover it, is being sent herewith for your files.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

Enc.

INSURANCE POLICIES are filed in Drawer "C" in Safe in Room 323, State Office Bldg. (Contract No. 2780)

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

11104 NORTHEAST HOLMAN STREET

Bus. Phone:
TRinity 0407

PORTLAND, OREGON

April 9th, 1946.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We enclose herewith General Liability Policy #3927712 issued in favor of Southern Pacific Company together with Property Floater Policy #SPF 16672 issued in favor of Southern Pacific Company and Western Union Telegraph Company. These policies are issued in accordance with adendum to our Gates Niagra contract #2780.

We are also enclosing a letter from Continental Casualty Company which is self explanatory. This letter details the cost of the original policy that we were to furnish the Highway Department, and which would have cost us the sum of $50.00. We are enclosing herewith our invoice to you in the sum of ~~$3005.43~~ 3103.43 with a credit of $50.00.

Kindly mail us a check for this amount by return mail, as hte Insurance Company are requesting that it be paid.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY

Henry Kuckenberg, Partner.

Paid on
Monthly Estimate
April, 1946

HAK:GML
Encls.

RECEIVED
APR 11 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
S 220-2

March 15, 1946

Ruckenberg Construction Co.
11104 N. E. Holman Street
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2780 which was awarded to you on February 6, 1946, by the State Highway Commission, covering grading and surfacing on the Gates-Niagara Section of the North Santiam Secondary Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

el

Sent by express 3-15-46
Receipted

RECEIVED
MAR 30 1946
FOR FILING

S 220-2

Salem, Oregon
March 6, 1946

Mr. C. B. McCullough

Building

Dear Sir:

We hand you, herewith, the original and duplicate copy of agreement covering encroachments on Southern Pacific properties by the new location of the North Santiam Highway, between Gates and Niagara.

Approval by the War Department Engineers, as suggested by Mr. Dever's letter, has not been received as yet.

Very truly yours

H. E. Glaisyer
Secretary

gl
Enclosures

FORM S-30 2SM 7-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 11, 1946

AGENDA

SUBJECT: R 12153

To: Mr. C. B. McCullough
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Reference is made to the matter of agreement with Southern Pacific Company covering encroachments between Gates and Niagara. In connection therewith we are now in receipt of a further letter from Mr. L. P. Hopkins, Superintendent, Southern Pacific Company, reading as follows:

"Referring to your file R 12153 and my letter of January 31st transmitting duplicate counterparts of proposed agreement between the Southern Pacific Company and the State of Oregon covering grant of easement to the State for construction of highway between Gates and Niagara.

"Attached to this agreement as Exhibit 'A' is a form of contractor's agreement to be executed by the contractor prior to commencing work on our property. We would appreciate being furnished with full particulars concerning the successful bidder as soon as contract is let, so that contractor's agreement may be prepared in final form and submitted for execution.

"The contractor's attention should also be called to insurance provisions of this contractor's agreement.

"Also, we prefer that the right of way agreement be fully executed and consent of the Government obtained before contractor enters upon our right of way."

Our letter to you of February 1 has been returned with a notation by Mr. Probert that the consent of the War Department engineers has been requested but is not expected. This will not accord with the last paragraph of Mr. Hopkins' letter.

Our letter also was returned with a notation by Mr. Probert that the contractor has consented to the giving of liability insurance.

NOA

Mr. Hopkins' request for information regarding the contractor on the project will be furnished to him from this office so that the necessary agreements may be prepared. When these are received they will be forwarded to you for further handling.

The two copies of the agreement with Southern Pacific Company are handed to you herewith for execution by the State Highway Commission and for further attention to the question of securing approval by the War Department engineers in accordance with the statements made by Mr. Hopkins.

Yours very truly,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

Enclosures
JWD:AW
(In triplicate)

51-2-6-47-----4-9-56-25

M. P. CORNELIUS
PRESIDENT

S 220-12

A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

RECEIVED
MAR 4 1946
FOR FILING

CONTINENTAL CASUALTY COMPANY

CHICAGO

C. A. TOMASSENE
Wilcox Building
Phone Atwater 7521

Portland, Oregon

February 28, 1946

Mr. H. B. Glaisyer
c/o Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Persuent to our recent telephone conversation, I am enclosing Power of Attorney, issued on behalf of C. A. Tomassene and Helen Hofacker, Portland, Oregon, in connection with the Gates-Niagra Section of the North Santiam Highway contract, recently awarded to the Kuckenberg Construction Company.

I trust you find the enclosure to be in order, and am sorry for any trouble caused your office over this oversight. Thanking you, I am

Yours very truly,

C. A. Tomassene

C. A. Tomassene

CAT/J/jt
encl.

The above mentioned Power of Attorney is filed in Contract # 2750 - Kuckenberg Constr. Co.
gk

S 220-2

M. P. CORNELIUS
PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

RECEIVED
FOR FILING

C. A. TOMASSENE
Wilcox Building
Phone Atwater 7521

Portland, Oregon

NOTED
H. B. GLAISYER

February 18, 1946

Mr. H. B. Glaisyer
c/o Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

In connection with the Kuckenberg contract for the Gates-Niagra Section, on the North Santiam Highway, I recently forwarded you a letter stating that L. W. Kuckenberg had signed the contracts, but that the signatures of Henry and H. A. Kuckenberg could not be secured as they were out of the city and would not return until this date.

This was satisfactory to you, as you stated that you wished to have them back so they could be signed by the members of the Highway Commission at their meeting on the 25th of this month.

I was in contact with the Kuckenberg office this morning, and they advise that Henry Kuckenberg will not be able to get back to Portland until Thursday, February 21st. That would still give me time to get these signatures, and have them in your office before this meeting date on the 25th, and If this is satisfactory I will follow through on that basis, this letter being written to explain this further delay.

Yours very truly,

C. A. Tomassene

C. A. Tomassene

CAT/jt

REFERRED TO
SECRETARY

RECEIVED
FEB 14 1946
FOR FILING

S 220 (2)

February 13, 1946

Mr. C. A. Tomassene
Wilcox Building
Portland, Oregon

Dear Mr. Tomassene:

Reply is made to your letter of February 11 concerning the signing of the Kuckenberg Construction Company contracts covering the Gates-Niagara project on the North Santiam Highway.

It will be quite all right to delay the securing of the signatures until Monday, February 18. I will expect them two or three days later, which will enable me to have them signed by the members of the Highway Commission at its meeting on the 25th.

I have referred to our Office Engineer, Mr. S. H. Probert, your letter requesting maps of this project. No doubt you will receive them within the next day or two.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

KBG:eo

...ELIUS
PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

C. A. TOMASSENE
Wilcox Building
Phone Atwater 7521

Portland, Oregon

February 11, 1946

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Mr. Glaisyer:

The Kuckenberg Construction Co. have received the contracts covering the Gates-Niagra Section of the North Santiam Secondary Highway, and they have been signed by L. W. Kuckenberg, one of the partners. However, it will be impossible to get the signatures of Henry and H. A. Kuckenberg, until Monday, Feb.18th, as they are out of town, and will not return until that date.

If this is satisfactory, we will execute the bonds in the meantime, and have the contracts ready for those signatures so that they can be forwarded to you at that time.

This letter is written to explain the apparent delay in executing the bonds.

Trusting that this is satisfactory, and thanking you, I am

Yours very truly,

C. A. Tomassene

C. A. Tomassene

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

CAT/jt

ANSWERED
H. B. GLAISYER

RECEIVED
FEB 14 1946
FOR FILING

S-220 (2)

February 8, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 5700
Portland 8, Oregon

Dear Sir:

To satisfy the requirements in our encroachment agreement with the Southern Pacific Company, we have had to supplement the contract for the Gates-Niagara Project with a provision requiring the contractor to protect the Railroad Company with liability and property damage insurance.

Five copies of the supplemental provision are being sent herewith for your information.

The contractor has consented to the additional requirement and the understanding is that if any additional expense is involved it will be paid by the State without federal participation.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

RHB:GLD

RECEIVED
FEB 14 18..
FOR FILING

S 22-0 (2)

February 8, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Dear Sir:

To satisfy the requirements in our encroachment agreement with the Southern Pacific Company, we have had to supplement the contract for the Gaines-Niagara Project with a provision requiring the contractor to protect the Railroad Company with liability and property damage insurance.

Five copies of the supplemental provision are being sent herewith for your information.

The contractor has consented to the additional requirement and the understanding is that if any additional expense is involved it will be paid by the State without federal participation.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SEP:GED

RECEIVED
FEB 11 1946
FOR FILING

S220 (2)

February 8, 1946

The District Engineer
U. S. War Department
628 Pittock Block
Portland 5, Oregon

Attention: Col. G. J. Zimmerman

Dear Sirs

In accordance with the request contained in your letter of February 4th, we are sending to you today two copies of the specifications and plans for the Gates-Niagara Project on the North Santiam Highway.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

...LY TO
...TRICT ENGINEER
(NOT TO INDIVIDUALS)

WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
628 PITTOCK BLOCK
PORTLAND 5 OREGON

PAPKC

REFER TO FILE
NO.

February 4, 1946.

Oregon State Highway Department,
Salem, Oregon.

Attention: Mr. H. G. Smith, Construction Engineer.

Gentlemen:

Reference is made to the proposed new construction on the North Santiam Highway between Gates and Niagra, on which you recently opened bids.

It would be appreciated if two sets each of the plans and specifications for said work could be mailed this office for use by our Operations Division in connection with the construction of the proposed Detroit Dam.

Very truly yours,

G. J. Zimmerman,
Colonel, Corps of Engineers,
Executive Officer.

RECEIVED
FEB 9 - 1946
FOR FILING

S220-2

February 8, 1946

Ruckenberg Construction Co.
11104 N. E. Holman Street
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2780, which was awarded to you by the State Highway Commission on February 6, 1946, covering grading and surfacing on the Gates-Niagara Section of the North Santiam Secondary Highway, in Marion County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By
H. B. Glaisyer
Secretary

gl

RECEIVED
APR 11 1946
FOR FILING
220-2

February 7, 1946

Kuckenberg Construction Company
11104 N. E. Holman
Portland 16, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you the contract for the Gates-Niagara Section of the North Santiam Secondary Highway, in Marion County. This award was based on your low bid, using tar, of $387,929 submitted on January 17, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc
Enc.
cc - Mr. S. H. Probert
Mr. C. S. Persons

As corrected

5+C

		DEFERRED RATE	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1207

AGENDA
FEB 25 1946

CHECK

ACCOUNTING INFORMATION

TIME FILED

4:44 p.m.

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

To Euckenberg Construction Company

Care of or Apt. No.

Street and No. 1110½ N. E. Holman

Place Portland 16, Oregon

January 7 1946

File

State Highway Commission awarded you yesterday contract for Gates-Niagara Section of North Santiam Secondary Highway, Marion County based on your low bid, using tar, submitted on January 17, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

Sender's name and address
(For reference only)

Sender's telephone number

are not limited by the contractor to furnish liability insurance and property damage insurance in the amount of the $5,000 bond.

To cover this requirement, we have prepared a sheet of Supplemental Provisions which we propose to incorporate in the Gates-Niagara contract and are submitting a copy of the same to you herewith, together with a copy of the form of agreement which the contractor will be required to enter into with the Railroad Company.

If the incorporation of these supplemental provisions in the contract is acceptable to you, please so indicate by signing the enclosed carbon copy of this letter and returning it to us.

Upon receipt of this evidence of the acceptability of the proposed supplemental provisions, we will be in position to award the contract to you.

Very truly yours,

S. H. McCullough
Asst. State Highway Engineer

SHP:GEB

Incorporation of supplemental provisions in the Gates-Niagara contract as indicated in the above letter is acceptable to our company.

Euckenberg Construction Co.

By_____
Partner

February _____, 1946.

RECEIVED
AUG 27 1946
FOR FILING

February 2, 1946

Hamburg Construction Co.
11104 N. E. Holman Street
Portland 16, Oregon

Gentlemen:

The specifications and special provisions applicable to the Gates-Niagra Project, on which you are the low bidder, include provisions requiring the contractor to enter into an agreement with the Southern Pacific Company and to give bond in an amount of $5,000 guaranteeing compliance with the provisions of that agreement. Said specifications and special provisions state, also, that the provisions of the agreement to be entered into with the Southern Pacific Company will be the same, or essentially the same, as the provisions stated in an informational copy of the agreement which is bound therewith.

We are now advised by the Railroad Company that it will require the contractor to furnish liability insurance and property damage insurance instead of the $5,000 bond.

To cover this requirement, we have prepared a sheet of Supplemental Provisions which we propose to incorporate in the Gates-Niagra contract and are submitting a copy of the same to you herewith, together with a copy of the form of agreement which the contractor will be required to enter into with the Railroad Company.

If the incorporation of these supplemental provisions in the contract is acceptable to you, please so indicate by signing the enclosed carbon copy of this letter and returning it to us.

Upon receipt of this evidence of the acceptability of the proposed supplemental provisions, we will be in position to award the contract to you.

Very truly yours,

C. H. McCullough
Asst. State Highway Engineer

SHF:GKD

Incorporation of supplemental provisions in the Gates-Niagra contract as indicated in the above letter is acceptable to our company.
Hamburg Construction Co.

By _____
Partner

February _____, 1946.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 2, 1946

SUPPLEMENTAL AGREEMENT

Enckenberg Construction Co.
11104 N. E. Holman Street
Portland 16, Oregon

Gentlemen:

The specifications and special provisions applicable to the Gates-Niagra Project, on which you are the low bidder, include provisions requiring the contractor to enter into an agreement with the Southern Pacific Company and to give bond in an amount of $5,000 guaranteeing compliance with the provisions of that agreement. Said specifications and special provisions state, also, that the provisions of the agreement to be entered into with the Southern Pacific Company will be the same, or essentially the same, as the provisions stated in an informational copy of the agreement which is bound therewith.

We are now advised by the Railroad Company that it will require the contractor to furnish liability insurance and property damage insurance instead of the $5,000 bond.

To cover this requirement, we have prepared a sheet of Supplemental Provisions which we propose to incorporate in the Gates-Niagra contract and are submitting a copy of the same to you herewith, together with a copy of the form of agreement which the contractor will be required to enter into with the Railroad Company.

If the incorporation of these supplemental provisions in the contract is acceptable to you, please so indicate by signing the enclosed carbon copy of this letter and returning it to us.

Upon receipt of this evidence of the acceptability of the proposed supplemental provisions, we will be in position to award the contract to you.

RECEIVED
FEB 2 1946
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

C. B. McCullough
Asst. State Highway Engineer

Incorporation of supplemental provisions in the Gates-Niagra contract as indicated in the above letter is acceptable to our company.

Enckenberg Construction Co.

By _____
Partner

February 5, 1946.

Gates-Niagara, Grading and
Bituminous Macadam Surfacing

SUPPLEMENTAL AGREEMENT

In order to meet requirements of the Southern Pacific Company, on whose properties the project encroaches to some extent, it is agreed between the contractor and the Highway Commission as follows:

1. That the terms of the agreement to be entered into between the contractor and the Railroad Company will be as stated in the attached agreement form marked "Exhibit A" instead of as stated in the "Informational Copy of Agreement" which is bound with the special provisions of the contract.

2. That the contractor, instead of giving bond to the Railroad in the amount of $5,000 as specified in the special provisions of the contract, will furnish protective public liability insurance and protective damage insurance, which insurance will conform in all respects with the requirements stated in the attached agreement form marked "Exhibit A," referred to in paragraph 1 above.

3. That in the event the premium cost of the insurance to be furnished the Railroad Company is greater than the premium cost on a $5,000 bond such as is called for in the special provisions and as is referred to in paragraph 2 above, the Highway Commission will reimburse the contractor for the extra premium cost.

EXHIBIT "A"

AGREEMENT, made this _____ day of _____, 1946, between SOUTHERN PACIFIC COMPANY, a corporation, first party, hereinafter called "Railroad," and _____, second party, hereinafter called "Contractor";

WHEREAS, Railroad and the State of Oregon, acting by and through its State Highway Commission, thereunto duly authorized, hereinafter called "State", have entered into a certain agreement dated _____, 1946, which grants the State the right to construct highway slopes upon and along certain portions of the right of way of Railroad in the County of Marion, State of Oregon, and said agreement provides that the State shall cause its contractor or contractors to enter into an agreement with Railroad substantially in the form of a certain draft attached to said agreement; and

WHEREAS, on the _____ day of _____, 1946, State entered into a contract with Contractor covering said highway slopes, which contract provides that Contractor shall enter into an agreement with Railroad;

NOW, THEREFORE, it is understood and agreed as follows:

Contractor, in advance of performing any work under said contract between State and Contractor shall, with respect to the operations Contractor or any of the Contractor's subcontractors perform, furnish for and in behalf of Railroad and The Western Union Telegraph Company regular Protective Public Liability Insurance and regular Protective Property Damage Liability Insurance conforming to the requirements of Works Program General Memorandum No. 32, signed by the Chief of the Bureau of Public Roads and dated January 27, 1937, said regular Protective Public Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Two Hundred Thousand Dollars ($200,000) for all damages arising out of bodily injuries to or deaths of two or more persons in any one accident, and said regular Protective Property Damage Liability Insurance providing for a limit of not less than Twenty-five Thousand Dollars ($25,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total (or aggregate) limit of Fifty Thousand Dollars ($50,000) for all damages arising out of injury to or destruction of property during the period of the work. The term "person" as herein used shall include passengers of the Railroad and employes of the Railroad and/or The Western Union Telegraph Company as well as other persons, and the term "property" as herein used shall include property in the custody of the Railroad and property of the Railroad and/or The Western Union Telegraph Company as well as other property.

That Contractor will furnish evidence to Railroad by certified copies of the policies (which shall be subject to the approval of Railroad)

that, with respect to operations Contractor or any of Contractor's subcontractors perform, Contractor has provided for and in behalf of Railroad policies in the amounts as aforesaid and Certificate of Insurance or other evidence satisfactory to Railroad showing that Contractor has, with respect to operations Contractor or any of Contractor's subcontractors perform, provided for Contractors' Public Liability and Property Damage Liability Insurance, as provided for in Works Program General Memorandum No. 32, which insurance shall provide for the same limits as specified for Protective Public Liability Insurance and Protective Property Damage Liability Insurance to be furnished for and in behalf of Railroad as hereinabove provided for.

That the insurance hereinabove specified shall be carried by Contractor until all work required to be performed under the terms of said contract between State and Contractor is satisfactorily completed as evidenced by the formal acceptance thereof by State.

That the Contractor shall comply with the rules and regulations of Railroad or the instructions of its representative in relation to the proper manner of protecting the tracks and property of the Railroad and the traffic moving on such tracks as well as the wires, signals, and other property of Railroad, its tenants, or licensees at and in the vicinity of the work during the period of construction. Contractor, subject to the supervision and control of Railroad's Chief Engineer or other designated officer shall perform Contractor's work in such manner and at such times as that said work shall not endanger or interfere with the safe operations of the tracks and property of Railroad and the traffic moving on such tracks or with wires, signals and other property of Railroad, its tenants, or licensees at or in the vicinity of the work.

Contractor further agrees that, upon completion of the work covered by said contract between State and Contractor, Contractor will promptly remove from the premises of Railroad all of Contractor's tools, implements and other materials whether brought upon said work by Contractor or any subcontractor, or employe or agent of Contractor, or any subcontractor.

Contractor shall protect Railroad against damage to telegraph, telephone and signal lines (including telegraph and telephone lines of The Western Union Telegraph Company located upon railroad right of way), roadbed, ballast, ties, and/or track. Railroad under arrangements effected with State and at the cost of State will do all work of initially reconstructing telegraph, telephone and signal lines (including telegraph and telephone lines of The Western Union Telegraph Company located upon railroad right of way) for the purpose of arranging them in such manner as to permit Contractor to proceed with Contractor's work; but, after such work of initial reconstruction shall been done by Railroad, any further work of a similar character which Railroad may be required to do on account of or for the purpose of accommodating the work of Contractor shall be done

by Railroad at the expense of Contractor, and Contractor shall reimburse Railroad upon rendition of bills therefor for all expense incurred by it in: (a) repairing damage to railroad structures, telephone, telegraph, and signal lines (including telephone and telegraph lines of The Western Union Telegraph Company located upon Railroad property and (b) repairing damage to roadbed, ballast, ties and/or track.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

By_____
Vice President

Attest:_____
Assistant Secretary

_____
Contractor

OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(149)

A. N. WILLIAMS
PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PR110 GOVT DL PD=PORTLAND ORG 7 1216P

R H BALDOCK=

1946 FEB 7 PM 12 52

:STATE HIGHWAY ENGINEER SALEM ORG:

=REYOURTEL TODAY OREGON S-220/2/ GATES-NIAGARA ADVISING RIGHT OF WAY INCLUDING RAILROAD ENCROACHMENTS ACQUIRED AND REQUESTING CONCURRENCE IN AWARD. WE HEREBY CONCUR IN AWARD TODAY TO KUCKENBERG CONSTRUCTION COMPANY PORTLAND WHO SUBMITTED THE LOW BID ON BASIS TAR ALTERNATE CONCURRENCE SUBJECT TO FEDERAL PARTICIPATION BEING LIMITED TO APPROVED PROGRAM AMOUNT UNLESS AND UNTIL REVISED PROGRAM IS APPROVED=

T M DAVIS PRA PORTLAND.

THE COMPANY S-220/2/ TAR FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF WESTERN UNION TELEGRAM

SALEM, OREGON
FEBRUARY 6, 1946

T. M. DAVIS
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD CONTRACT TODAY FOR GATES-NIAGARA PROJECT TO KUCKENBERG CONSTRUCTION COMPANY. RIGHTS OF WAY INCLUDING RAILROAD ENCROACHMENTS ARE ACQUIRED.

R. H. BALDOCK

FORM S-1203 10M 2-45

RECEIVED
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUFP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

S-220(2)

January 28, 1946

R 12153

January 8, 1946.

NOTED

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland, Oregon

Dear Sir:

On October 5, 1945, the State Highway Commission, by delivery of map and description to Mr. James A. Lathrop, initiated the matter of acquiring certain encroachments on your Mill City Branch right of way on the North Santiam Highway between Gates and Niagara, and under date of November 7 Mr. Lathrop advised us that your operating and engineering departments had joined in recommending that the encroachments be granted and also indicated that the matter was being handled further by your San Francisco office.

On January 17 the State Highway Commission received favorable bids for the construction of the project, the low bid being $387,929 and the second bid being $415,520, or $27,591 more. Owing to regulations of the Public Roads Administration, we have been unable to make a definite award of the contract until all right of way matters have been satisfactorily handled, and the contractor now is pressing the Commission almost daily for the formal award of the contract so that he may proceed with the work. In fact, he is threatening that if an award is not made within the period set out in the proposal form he will refuse to accept the contract, which may possibly result in a loss of the amount between the lowest and the next bid if it becomes necessary or possible to award the contract to the second bidder.

We feel from communications and from telephone calls that Southern Pacific Company officials in Portland have been exercising every effort in order to get the matter closed and that the delays which have occurred have taken place in your San Francisco office, probably without full realization of the urgency of the matter.

We appreciate deeply the cooperation which has been extended to us in the past and earnestly request you to send the attached copy of this letter or a statement of its contents to San Francisco so that further delay, in so far as possible, may be eliminated.

Yours very truly,

J. M. DEVERS

By
J. W. DeSOUZA
Assistant Counsel

JWDeSH
cc Mr. C. B. McCullough
Mr. H. G. Smith
Mr. S. H. Probert
Mr. H. B. Glaisyer

RECEIVED
JAN 10 1946
FOR FILING

S-220-2

Division 8

January 2, 1946.

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project S-220(2), the Gates Niagara Section of the North Santiam Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

The present authorization for advertising is subject to the same conditions as were made in our letter dated November 28, 1945.

Very truly yours.

T. H. DAVIS
District Engineer.

Original sent to Salem Project

RECEIVED
JAN 4 1946
FOR FILING

S-220-2

December 31, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 5300
Portland, 8, Oregon

Dear Sir:

As it has not been our practice to seed roadbed slopes on projects in timbered mountainous areas, and as the planting of shrubs and trees in such areas would be wholly ineffective, landscaping on the Detroit-Niagara Section -- Project No. S-220 (2) --, will consist only of the covering of outcrops.

Natural vegetation spreads rapidly in country such as is traversed by the Detroit-Niagara Project and nature can be depended upon to provide any needed slope cover in very short time.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

REP:GED

S 220-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 2 1945
FOR FILING

December 13, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

This will confirm our verbal concurrence today in the action of the Highway Commission in rejecting, as excessive, all bids submitted for construction of Oregon Project S-220(2), the grading of the Gates-Niagara Section of the North Santiam Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 2 1945
STATE HIGHWAY COMMISSION

Letter sent to Mr. Probst

104-4211 Vine Maple Br.Repair, Nehalem River
Fishhawk Secondary Highway 1946

#2781

RECEIVED
DEC 3 1946
FOR FILING

104-4311

Salem, Oregon
Nov. 30, 1946

Acceptance of Completed Contracts

Mr. G. S. Parson

Building

Dear Mr. Parson:

The State Highway Commission, at its meeting on November 25, 1946, accepted contract No. 2781 for placing new timbers in the Vine Maple Bridge over the Nehalem River, in Clatsop County, completed August 13, 1946, Philpott & Buckingham, contractors.

Very truly yours

Secretary

gl

NOTED ON CARD
11-30-46 gl

RECEIVED
OCT 2 1946
FOR FILING

104-421

October 1, 1946

Great American Indemnity Co.,
Harvey Wells-Reed Insurance Agency, Agents
Failing Bldg.
Portland 2, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2781 for work on the Vine Maple Bridge over the Nehalem River on the Fishhawk Falls Secondary Highway, in Clatsop County, has been completed by the contractor, Philpott & Buckingham, and that final payment in the amount of $345.86 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $17,[illegible].66 and that no force account work was performed therein. This contract was completed on August 15, 1946 but has not as yet been accepted by the Highway Commission, however, we anticipate that it will be at the Commission Meeting to be held the latter part of this month.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
10-1-46 gl

RECEIVED
MAR 20 1946
FOR FILING

104-4211

March 19, 1946

Great American Indemnity Co.,
Harvey Wells-Reed Ins.Agency, Agents
Failing Building
Portland 4, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2781 which was awarded to Philpott & Buckingham by the State Highway Commission on February 25, 1946, covering placing of new timbers in the Vine Maple Bridge over the Nehalem River on the Fishhawk Falls Secondary Highway.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Sent by express 3-19-46
Receipt

RECEIVED
MAR 20 1946
FOR FILING

10d - 4211

March 19, 1946 .

Philpott & Buckingham
1002 S. E. Sax Street
Portland, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2781 which was awarded to you on February 25, 1946, by the State Highway Commission, covering placing of new timbers in the Vine Maple Bridge over the Nehalem River on the Fishhawk Falls Secondary Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Sent by express 3-19-46

Recorded

RECEIVED
FEB 28 1946
FOR FILING

104-4211

February 28, 1946

Philpott & Buckingham
1002 S. E. Rex Street
Portland, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2781, which was awarded to you by the State Highway Commission on February 25, 1946, covering the placing of new timbers in Vine Maple Bridge over Nehalem River on Fishhawk Falls Secondary Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 1-7-13, page 13, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

K. B. Glaisyer
Secretary

gl

Sent by Express 2-28-46
Recorded

RECEIVED
FEB 28 1946
FOR FILING

104-4211

#2781

February 26, 1946

Philpott and Buckingham
1002 S. W. Ash
Portland, Oregon

Gentlemen:

The State Highway Commission on February 25, 1946 awarded you the contract for placing new timbers in Vine Maple Bridge over Nehalem River on Fishhawk Falls Secondary Highway, in Clatsop County. This award was based on your low bid of $16,480, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ga

cc - S. H. Probert
C. S. Pennock

22-1118 West Unit, Lebanon-Sweet Home Sec.
Santiam Highway 1946

42782

RECEIVED
SEP 10 1946
FOR FILING

22-1118

September 9, 1946

General Petroleum Corporation
1029 S. W. Alder Street
Portland 5, Oregon

Attention: J. E. Morledge
Division Credit Department

Dear Mr. Morledge:

Further reference is made to our Contract No. 2782 to Warren Northwest Incorporated in connection with resurfacing on the Santiam Highway and which we reported as being completed on July 16, 1946.

We have made a further check regarding the completion of this contract and find that the date July 16, 1946, is correct as was reported to you.

This contract is being presented to the Commission for acceptance at its next regular meeting on September 23, 1946.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

RE:dr

GENERAL PETROLEUM CORPORATION

A SOCONY-VACUUM COMPANY

1029 S. W. ALDER STREET

PORTLAND 5, OREGON

September 6, 1946

Oregon State Highway Commission
Salem,
Oregon

Contract #2782
Warren Northwest Incorporated
Santiam Highway Pavement Resurfacing

Gentlemen:

Under the date of August 27 we contacted you regarding information pertaining to the above contract.

In your answer you informed us that the date of completion was July 16, 1946. We are wondering if there could be some error in the date, inasmuch as our understanding was that work is still continuing.

Will you please advise. For you convenience in answering we are enclosing a self-addressed envelope.

Very truly yours,

J. E. Morledge
DIVISION CREDIT DEPARTMENT

JEM: rs

Eggleston
check this and
prepare reply
DHS

FORM 3081

RECEIVED
AUG 31 1946
FOR FILING

22-1118

Aug. 31, 1946

United States Fidelity and Guaranty Co.,
B. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

Dear Sir:

You are hereby notified that state highway contract No. 2782 for work on the West Unit, Lebanon-Sweet Home Section of the Santiam Highway, in Linn County, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $2,813.80 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $94,039.20 and that no force account work was performed therein. This contract was completed on July 16, 1946, but has not as yet been accepted by the State Highway Commission, however, we anticipate that it will be at the next Commission Meeting to be held the latter part of September.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

8-31-46 (

gl

H. B. Glaisyer
Secretary

RECEIVED
AUG 9 1946
FOR FILING

22-1110

August 9, 1946

United States Fidelity and Guaranty Company
B. Roberts
1112 Bedell Building
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Warren Northwest, Inc., on contract No. 2782, covering pavement resurfacing on W. Unity, Lebanon-Sweet Home Section of the Santian Highway in Linn County. This payment, in the amount of $5,165.81, will be made on or after August 19, 1946. The retained percentage is $2,821.40.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer

Secretary

NOTED On Card
8-9-46 gl

dm

Form E-1—SM—6-44

22-1118

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 20, 19 46.

Section West Unit, Lebanon Sweet Home

Highway Santiam

Contractor Warren Northwest, Inc.

Date of contract Feb. 28, 19 46

Date work started April 11, 19 46

Amount of contract . . . . . $ 83,754.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 86,916.96

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 3700., 4.4 %

Kind of work Pavement Resurfacing

Section prefix 22-1118

Contract number 2782

Date of completion July 31, 19 46.

Estimated date of completion July 16, 19 46.

Per cent of time elapsed 77.7 %

Date project was completed July 16, 19 46.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor cleaning up the job this week.

Made between 200 and 300 yards more 1/4" -0)" material to finish out P. A. No. 1

All work completed on Tuesday July 16, 1946

NOTED
H. W. LIBBY

RECEIVED
JUL 22 1946
OFFICE OF STATE HIGHWAY ENGINEER

NOTED
E. A. PEARSON

NOTED
RAY WEBBER

Signed A. V. Rundell

Address Albany, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING Shoulders	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		8			8
Miles partially completed					
Miles completed		8			8
Total estimated quantities		6291			17,060
Estimated quantities moved or placed to date		6291			17,060
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	"		
Tuesday	Clear		
Wednesday	"		
Thursday	Hot		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
MAR 20 1946
FOR FILING

22-1118

March 19,1946

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2782 which was awarded to you on February 25, 1946, by the State Highway Commission, covering pavement resurfacing on the West Unit, Lebanon-Sweet Home Section of the Santiam Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

Letter Express 3-1946
Record

RECEIVED
MAR 4 1946
FOR FILING

22-1118

February 28, 1946

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2782, which was awarded to you by the State Highway Commission on February 25, 1946, covering pavement resurfacing on the West Unit, Lebanon-Sweet Home Section of the Santiam Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

pl

Sent by Express 3/2/46
Received

RECEIVED
FEB 28 1946
FOR FILING

22-1118

#1782

February 26, 1946

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on February 25, 1946 awarded you the contract for pavement resurfacing on the West Unit, Lebanon-Sweet Home Section of the Santiam Highway in Linn County. This award was based on your low bid of $83,574, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ge

cc - R. H. Probert
G. H. Pearson

S-202(2) Campbell Br.-Hazeldale Sec., 1946
Farmington Hwy.

#2783

RECEIVED
FEB 7 1947
FOR FILING

R. H. Baldock
NOTED
State Highway Engineer

February 1st, 1947

S-272(2)

FINAL COST ANALYSIS

Campbell Bridge-Hazeldale
Contract #2783

Grade, Surface and Oil
Porter W. Yett, Contractor
A. B. Dean, Resident Engineer

Farmington Secondary Highway
Prefix 134-1045

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$1,183.81	$5,500.00
Struct. Excavation	546.7	Cu. Yd.	$1.43	$5.00	780.95	2,733.50
General "	6,363.5	" "	0.62	0.50	3,931.94	3,181.75
Short Overhaul	25,099.2	Yd. Sta.	0.025	0.02	627.48	501.98
Long "	3,667.7	C. Yd. Sta.	0.50	0.40	1,833.85	1,467.08
Finishing Roadbed & Slopes	4.56	Mile	319.02	250.00	1,454.73	1,140.00
12" Corr. Metal Pipe	1,529	Lin. Ft.	1.48	2.00	2,256.14	3,058.00
18" Concrete Pipe	366	" "	2.27	2.50	827.82	915.00
Salvaging Culv. Pipe	857	" "	0.78	1.00	668.19	857.00
Drive Piling	20	Each	16.82	20.00	336.38	400.00
Hauling & Placing Lumber	14.074	M-FBM	57.17	50.00	804.58	703.70
Furnish & Place New Lumber	1.632	"	108.40	100.00	176.90	163.20
3"-1½" Mat'l. in Base	16,197	Cu. Yd.	2.49	2.50	40,233.57	40,492.50
3/4"-0" " " "	9,125	" "	2.49	3.00	22,694.86	27,375.00
Sprinkling	873.75	M-Gal.	1.76	3.00	1,535.14	2,621.25
Preparation of Base	4.56	Mile	161.11	250.00	734.64	1,140.00
Furn. & Place Aggregates	1,923	Cu. Yd.	5.95	4.00	11,437.02	7,692.00
" " " RT-8 Tar	180.96	Ton	22.08	25.00	3,995.60	4,524.00
" " " RT-4 "	87.1	"	20.07	25.00	1,748.20	2,177.50
Force Account					366.89	415.25
					$97,628.69	$106,058.71

COLL. OF
CABINET BLDG
BUILDING

Gross Revenue	$106,058.71
Total Cost	97,628.69
Net Profit	$8,430.02

Net Profit Equals 7.9% of Gross Revenue

Campbell Bridge-Haseldale

Detail of Cost

Labor:

Supervision		$1,324.99	
Labor		14,147.32	
State Industrial Accident Insurance		386.81	
Social Security		154.72	
Unemployment Insurance		278.50	
			$16,292.34

Materials:

12" Corr. Metal Pipe	1,529 lin. ft. at $1.07	$1,636.03	
12" Bands	10 only at $1.35	13.50	
18" Concrete Pipe	369 lin. ft. at $1.54	568.26	
Lumber	1.632 M-FBM at $53.00	86.58	
3"-1½" Crushed Rock	16,197 cu. yd. at $2.00 Del. on Job	32,394.00	
3/4"-0" Crushed Rock	9,125 cu. yd. at $2.00 Del. on Job	18,250.00	
Mineral Aggregate	1,945 cu. yd. at $2.90 in S.P. on Job	5,640.50	
Portland Cement	8 sacks at $0.75	6.00	
Sand	4 " " 0.25	1.00	
RT-8 Tar	180.96 Tons at $12.00	2,171.52	
RT-4 "	87.1 " " $10.00	871.00	
Transport Freight on Tar		428.01	
			62,066.40

Equipment Rental & Miscellaneous Expense:

Equipment Rental (Owned)	$6,826.00	
" " (Hired)	2,573.30	
Hired Trucks (Not Including Drivers)	2,005.98	
Gas, Oil & Grease	1,450.32	
Small Tools & Miscellaneous Supplies	451.62	
Freight & Cartage	83.27	
Bond	866.65	
Liability Insurance	368.55	
Office & Shop Expense	1,462.50	
General Overhead, 3% of Gross Revenue	3,181.76	
		19,269.95

Total Cost $97,628.69

Campbell Bridge-Haseldale

Remarks:

This contract required a small amount of grading and the surfacing and oiling of a 4.56-mile section of the Farmington Secondary Highway. It was awarded on February 2nd, 1946; work was started on April 2nd, and completed on November 14th, 1946.

Clearing consisted of cutting brush along the roadside and was mostly hand labor work. The grading was common material in short sections and light cuts. A 3/4-yard shovel loaded the material into 5-yard hired trucks, and a 75 h.p. cat and dozer spread and compacted. Some of the excavation went into temporary detours at bridge sites and was later removed. Due to the small quantities and to double handling of some of the material the item shows a loss for the contractor.

Base rock was secured from a commercial quarry operated by the contractor and was hauled an average of 6.5 miles to the job. The rock was placed at an average of 56 cu. yds. per hour with a single 10-hour shift per day. The contractor made most of the profit shown on the job on the base rock items.

Mineral aggregate was purchased from the Van Aiken plant on Gales Creek and was purchased in stockpile on the job for $2.90 per cu. yd. Hired equipment was used for placing the aggregate, and the cost was somewhat excessive. The tar was purchased preheated at Willbridge and hauled to the job in hired transports. The spreading was done with hired equipment at a small profit.

The contract shows a fair profit, and after a short shutdown while the quarry was being opened, progress was quite consistent.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
JAN 30 1947
FOR FILING

S-212.(2)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

JAN. 28, 1947

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	563	2783	7 FINAL	PORTER W. YETT	3,153.88	302307	
2.							
3.							
4.							
5.							
6.							
7.							
8.				MR. GLAISYER:			
9.				YOUR ACCEPTANCE NOTICE IS ON FILE WITH US.			
10.				AAW			
11.							
12.							

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD
1-28-47 gk

Approved _____
Secretary

RECEIVED
JAN 6
FOR FILING

E-242(2)

January 4, 1947

Continental Casualty Company,
Tate, Westenfelder & Berg, Inc., Agent
Wilcox Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2783 for work on the Campbell Bridge-Hazeldale Section of the Farmington Secondary Highway, in Washington County, has been completed by the contractor, Porter W. Yett, and that final payment in the amount of $3,153.88 will be made on or after January 13, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $106,058.71, of which amount $415.25 represents the amount of force account items. This contract was completed on November 14,1946 and accepted by the Commission on November 25,1946.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

H. B. Glaisyer
Secretary

el 1-4-47-gl

RECEIVED
DEC 30 1946
FOR FILING

S-202 (2)

December 27, 1946

Continental Casualty Company,
Tate, Westenfelder & Berg,Inc.,Agent
Wilcox Building
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Porter E. Ivie, on contract No. 2783, covering grading, surfacing and oiling on the Campbell Bridge-Haseldale Section of the Farmington Secondary Highway in Washington County. This payment, in the amount of $6,010.93, will be made on or after January 6, 1947. The retained percentage is $3,182.62.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

NOTED ON CARD
12-27-46 gl

Form E-1—6M—12-46

S-202 (2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 14th. 1946, 19....

Section Campbell Bridge - Hazeldale

Kind of work Grading, Surfacing, Oiling

Highway Farmington Secondary

Section prefix 134-1046; S-202 (2)

Contractor Porter W. Yott

Contract number 2783

Date of contract Feb 2nd. 1946, 19....

Date of completion Nov. 30th. 1946, 19....

Date work started April 2nd. 1946, 19....

Estimated date of completion Nov. 14th. 1946, 19....

Amount of contract . . . . . $ 109,690.00

Per cent of time elapsed 95 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 105,678.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ $100.00, 123.00 %

Date project was completed Nov. 14th. 1946, 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi final estimate and the supporting records have been completed and delivered to the Division Office.

This is the final report for this job.

NOTED
E.A.K.

RECEIVED
DEC 16 1946
OREGON STATE HIGHWAY COMMISSION

Signed A B Dean

Address 9200 SE McLoughlin Blvd. Port. Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.56	4.56		4.56	
Miles partially completed					
Miles completed	4.56	4.56		4.56	
Total estimated quantities	7000 cy	26,300 cy		270 Tons	
Estimated quantities moved or placed to date	6563.5 cy	25,322 cy		268 Tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Cloudy		
Tuesday	Rain		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
DEC 9 1946
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND, OREGON

MONTANA
OREGON
WASHINGTON

S-202-(2)

December 4, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Project No. S-202(2), On the Farmington Highway between Hillsboro - Silverton Highway and Beaverton, was made by a representative of this office on November 26, 1946.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

[redacted]
District Engineer

By

[redacted]

RECEIVED
DEC 6 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 10 1946
FOR FILING

S-202(2)

December 2, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are five copies of Statement of Materials and Employment, Form PR 47-A, on the Campbell Bridge-Hazeldale Section of the Farmington Secondary Highway, Federal Aid Project No. S-202 (2), in Washington County.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS
Encl.

MONTANA
OREGON
WASHINGTON

RECEIVED
NOV 27 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S-202(2)

November 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement and certificate for Oregon Federal Aid Secondary Project No. S-202(2), Campbell Bridge-Hazeldale, Section of the Farmington Secondary Highway in Washington County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Canfield
L. J. Canfield
Principal Highway Engineer

Encl.

RECEIVED
NOV 23 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

State [redacted] WASH DIV 7140

Federal Aid Secondary Project No. [redacted]

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of October, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of revised January, 1946, a project statement, which was approved on the 6th day of February, 1946, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section [redacted] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of February, 1946; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Seventy Thousand and 00/100

dollars ($ 70,000.00) as the share of the United States payable under said act on account of Section [redacted] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 173, laws 1917; Chap 31, laws 1920; Chap. 589, laws 1939
(Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2+33 in the NW 1/4 Section 31, T-1-S, R-2-W, W.M. and survey station 247+10 in the NW 1/4 Section 26, T-1-S, R-2-W, W.M. except bridge station 97+47 - 101+40,

, length 4.561 miles, in Washington County, being Section of Oregon Federal Aid Secondary project No. S-022(2), consisting of 4.548 miles of roadway and no bridges, each of more than 20 feet clear span, of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11370-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] of said project shall not in any event exceed the sum of [redacted] dollars ($ 70,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of [redacted] dollars ($ 121,737.00), the approved total estimated cost of [redacted] of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 20th day of November, 1946

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T.H. Banfield
Chairman, State Highway Commission
(Title of officer)

By A.W. Schlaefli
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Attest
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

FEDERAL WORKS ADMINISTRATOR
COMMISSIONER OF PUBLIC ROADS

By H.H. Bennett
Acting Commissioner of Public Roads

Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11370

Form PR. 3—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-202(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 121,737.00 as the total estimated cost of said project, and the sum of $ 70,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Oregon this 20th day of November one thousand nine hundred and forty-six

COMMISSIONER OF PUBLIC ROADS

By H.B. Hyman
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

RECEIVED
OCT 26 1946
FOR FILING

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

October 25, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-202(2)
Campbell Bridge
Hazeldale Sec.
Farmington Secondary Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OCT 26 1946
OREGON
STATE HIGHWAY COMMISSION

Form E-1—5M—12-45

S-202(2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 19th. 1946, 19....

Section Campbell Bridge - Hazeldale

Highway Farmington Secondary

Contractor Porter W. Yett

Date of contract Feb 26th. 1946, 19....

Date work started Apr. 2nd. 1946, 19....

Amount of contract $109,690.00

Estimated cost of completed project, exclusive of engineering $109,690.00

Per cent of contract completed, based on total contract price . . . . . 98 %

Engineering cost to date, $6750.00, 103 %

Kind of work Grading, Surfacing, & Oiling.

Section prefix 134-1045; S - 202 (2)

Contract number 2783

Date of completion Nov. 30th. 1946, 19....

Estimated date of completion Oct. 30th. 1946, 19....

Per cent of time elapsed 85 %

Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Oiling of all driveways and road connections was completed last Sunday, Oct. 13th. This week they have been placing some additional rock on the shoulders and also have two men doing some hand sloping along the out banks and cleaning out all culvert pipes where needed.

This job can be completed next week providing they do not take the men off for other work.

NOTED
H. G. SMITH

NOTED
E. A. PEASE

RECEIVED
OCT [illegible] 1946
OFFICE OF
CONSTRUCTION ENGINEER

Signed A. B. Dean.

Address 9200 SE McLoughlin Blvd. Port. Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.56	4.56		4.56	
Miles partially completed					
Miles completed	4.56	4.56		4.56	
Total estimated quantities	7000 cy	26,300 cy		270 Tons	
Estimated quantities moved or placed to date	7000 cy	26,300 cy		270 Tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	9				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	4						
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	4						
Men and tractors							

Equipment used during week: Shovels ....., Power graders 1, Rollers 1, Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Fair		
Friday	"		
Saturday	Rain		

STATE PRINTING DEPT.

RECEIVED
MAY 13 1947
FOR FILING

S-202(2)

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

REFERRED TO
Mr. Probst
BY LAND DEPARTMENT

October 17, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Herewith for your information is copy of Form PR-9 indicating approval of a major change in your revised 1946 Federal Aid Secondary Program to cover upward revision in total cost and funds required for Oregon Project S-202(2), Campbell Bridge to Hazeldale.

As stated in our October 4 letter, transmitting forms for other projects, it was necessary to refer the enclosed to our Washington Office for action.

Very truly yours,

T. M. DAVIS
District Engineer.

By: H. A. Stoddart
H. A. Stoddart
Sr. Highway Engineer.

Encl.

RECEIVED
OCT 18 1946
OREGON
STATE HIGHWAY COMMISSION

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION - PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE October 1, 1946 (Date)

The following major program change of the individual project is requested:

Oregon (State) — 1946 F.A. Federal Aid Secondary Program (previous Program) — January 19, 1946 (Date of Approval)

COUNTY Washington — ~~Minor~~ FAS Route No. 96

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as new Programmed	19	S-202(2)	Junction with FAS Route 50, 5 mi. south of Hillsboro easterly to Beaverdale	Survey-Plans					
				Right-of-Way					
				Construction	98,000.00	57,000.00	41,000.00		Gr., Br., 2-lane intermediate type surfacing
				Total	98,000.00	57,000.00	41,000.00	4.56±	
Requested Revision	19	S-202(2)	Same	Survey-Plans					
				Right-of-Way					
				Construction	120,659.00	70,000.00	50,659.00		
				Total	120,659.00	70,000.00	50,659.00	4.56±	Same

Program Balance subsequent to approval of this and previously recommended changes is: $ 126,154.00

Reason for Change:

To adjust total cost and federal funds to conform to the low bid.

Recommended for approval T. M. DAVIS, District Engineer — October 1, 1946 (date)

Recommended: W. H. LYNCH, Division Engineer — October 2, 1946 (date)

Approved: /s/ H. E. Hilts, Acting Commissioner — October 10, 1946 (date)

P-3868

RECEIVED
APR 2 1947
FOR FILING

S-202(2)

September 26, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate on basis for project agreement for the Campbell Bridge-Enochdale Section, Project No. S-202 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:JT
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-801 (2)

CAMPBELL BRIDGE-HAZELDALE SECTION OF THE WASHINGTON SECONDARY HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 14, 1946

Roadway (Sta. 2+73 to 247+10)

All Required		Clearing and Grubbing		$ 4,500.00
500	cu. yds.	Structural Excavation, Unclassified	$ 5.00	2,500.00
6,900	cu. yds.	General Excavation, Unclassified	0.50	3,450.00
33,000	yd. stas.	Short Overhaul	0.02	660.00
6,200	C-yd. stas.	Long Overhaul	0.40	2,480.00
4.56	miles	Finishing Roadbed and Slopes	250.00	1,140.00
1,570	lin. ft.	12" Corr. Metal Pipe	2.00	3,140.00
300	lin. ft.	18" Corr. Metal Pipe	2.50	750.00
1,100	lin. ft.	Salvaging Culvert Pipe	1.00	1,100.00
24	only	Drive Piling	20.00	480.00
15	M-FBM	Hauling and Placing Lumber	50.00	750.00
2	M-FBM	Furnishing and Placing New Lumber	100.00	200.00
17,000	cu. yds.	3" - 1½" Material in Base	2.50	42,500.00
9,300	cu. yds.	3/4" - 0" Material in Base	3.00	27,900.00
750	M-gals.	Sprinkling	3.00	2,250.00
4.56	miles	Preparation of Base	250.00	1,140.00
2,000	cu. yds.	Furnishing and Placing Aggregates	4.00	8,000.00
108	tons	Furnishing and Placing RT-8 Tar	25.00	2,700.00
162	tons	Furnishing and Placing RT-4 Tar	25.00	4,050.00
			Subtotal	$109,690.00
			10% Engr. & Cont.	10,969.00
			Total	$120,659.00

Length of Roadway- - - - - - - - - - - - 4.561 miles
Length of Bridge (Sta. 97+47 to 101+40) (Exception)- - - - - - - - - .074 mile
Cost per mile, Roadway - - - - - - - - - $26,454.50

Federal Secondary Funds- -	$ 70,000.00
State Funds- -	50,659.00
	$120,659.00

Oregon State Highway Department

Federal Aid Secondary
Project No. S-202 (2)

CAMPBELL BRIDGE-HAZELDALE SECTION OF THE FARMINGTON SECONDARY HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 23, 1946

Roadway (Sta. 2+33 to 247+10)

All Required		Clearing and Grubbing		$ 1,500.00
500	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,000.00
6,900	cu. yds.	General Excavation, Unclassified	.70	4,830.00
33,000	yd. stas.	Short Overhaul	.02	660.00
6,200	C-yd. stas.	Long Overhaul	.40	2,480.00
4.56	miles	Finishing Roadbed and Slopes	400.00	1,824.00
1,570	lin. ft.	12" Corr. Metal Pipe	2.00	3,140.00
300	lin. ft.	18" Corr. Metal Pipe	3.00	900.00
1,100	lin. ft.	Salvaging Culvert Pipe	1.00	1,100.00
24	only	Drive Piling	40.00	960.00
15	M-FBM	Hauling and Placing Lumber	65.00	975.00
2	M-FBM	Furnishing and Placing New Lumber	125.00	250.00
17,000	cu. yds.	3" - 1½" Material in Base	3.10	52,700.00
9,300	cu. yds.	¾" - 0" Material in Base	3.10	28,830.00
750	M-gals.	Sprinkling	2.00	1,500.00
4.56	miles	Preparation of Base	200.00	912.00
2,000	cu. yds.	Furnishing and Placing Aggregates	4.25	8,500.00
90	tons	Furnishing and Placing 151-200 Asphalt	30.00	2,700.00
134	tons	Furnishing and Placing RC-3 Asphalt	30.00	4,020.00
108	tons	Furnishing and Placing RT-6 Tar	25.00	(Alternate)
162	tons	Furnishing and Placing RT-4 Tar	25.00	(Alternate)
		Subtotal		$118,781.00
		10% Engr. & Cont.		11,878.10
		Total		$130,659.10

Length of Roadway- - - - - - - - - - - - 4.561 miles
Length of Bridge (Sta. 97+47 to 101+40) (Exception)- - - - - - - - - .074 mile
Cost per mile, Roadway - - - - - - - - $28,647.02

Federal Secondary Funds- -	$ 57,000.00
State Funds- -	73,709.10
	$130,659.10

State Furnished Materials (Nonparticipating)

15	M-FBM	Treated Lumber	$ 60.00	$ 900.00
300	lin. ft.	Piling	.50	150.00
		Hardware		28.00
				$ 1,078.00

SUMMARY OF FEDERAL AID WORK

CAMPBELL BRIDGE-HAZELDALE SECTION

PROJECT NO. S-202 (2)

Former		Present			Length	
Section	Type	Type	Width	Sta. to Sta.	Former	Present
	- -	501	20	2+33 to 90+86 = 91+00		1.677
NRS 202	350	501	20	91+00 to 108+45 = 108+31	0.256	0.256
- -	- -	501	20	108+31 to 247+10		2.628

CAMPBELL BRIDGE-HAZELDALE SECTION

PROJECT NO. S-202 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 23, 1946

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

March 16, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The preliminary plans for the Campbell Bridge- Hazeldale grading; surfacing and oiling project on the Farmington Secondary Highway transmitted with your letter dated November 21, 1944 have been reviewed and are considered satisfactory except as noted below and will be recommended for approval when satisfactory specifications are furnished and also the usual number of sets of completed plans.

It is to be understood that before authorization is given for advertising for bids for the project that a program including this project is submitted and approved for the appropriate class of highway funds.

It also seems desirable since this a project for post-war construction to submit form PR 80 to assist in inclusion of this project in the tabulation of over-all post war construction.

It is suggested that the following details of design be revised:

1. Show the slopes between the shoulder of the finished surface and the subgrade.
2. The slope between the subgrade and ditch line is steeper and the limiting distance is greater than provided in the standard specifications, and should be revised if possible.
3. The grade line at the location of each of the two timber trestles stations 155 and 178 could be raised which would improve the water way area and also the grade line at each site at a nominal cost.
4. The grade line between station 123+50 and 128+50 could be greatly improved by taking about a 4 foot cut. We suggest this section be reexamined with the view of improving the sight distance.

Very truly yours,

W. H. LYNCH
Division Engineer

RECEIVED
MAR 17 1945
OREGON
STATE HIGHWAY COMMISSION

March 16, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

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1. Show the slopes between the shoulder of the finished surface and the subgrade.
2. The slope between the subgrade and ditch line is steeper and the limiting distance is greater than provided in the standard specifications, and should be revised if possible.

3/23/45 FTY comp Okanogan grading. to avoid

3. The grade line at the location of each of the two timber trestles stations 155 and 178 could be raised which would improve the water way area and also the grade line at each site at a nominal cost.

3/24/45 Sent W.P. & Plans to FTY to check in field.

4. The grade line between station 123+50 and 128+50 could be greatly improved by taking about a 4 foot cut. We suggest this section be reexamined with the view of improving the sight distance.

District Engineer.

Very truly yours,

W. H. LYNCH
Division Engineer

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

February 7, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-202(2), Campbell Bridge - Haseldale Section of the Farmington Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorise your advertising for bids.

The use of the non-participating materials mentioned in your letter of January 24, 1946 is approved.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 6 1946
OREGON
STATE HIGHWAY COMMISSION

Division 8

February 7, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-202(2), Campbell Bridge - Haseldale Section of the Farmington Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

The use of the non-participating materials mentioned in your letter of January 24, 1946 is approved.

Very truly yours,

T. H. DAVIS
District Engineer.

January 23, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, two copies of Federal-aid work summary and four copies of right of way statement for the Campbell Bridge-Hazeldale Section, Project No. S-202 (2).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

We do not contemplate any landscaping work for this project. The climatic conditions of the area traversed insure the rapid growth of natural grasses over the roadbed slopes which will provide adequate slope covering in a relative short period.

Very truly yours,

C. D. McCullough
Assistant State Highway Engineer

JWM:GS

Encl.

RECEIVED
JUL 16 1946
FOR FILING

S-202-2

July 12, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work covering the moving of fences now within the right of way limits on the Campbell Bridge-Hazeldale Section of the Farmington Secondary Highway in Washington County, Contract No. 2783, in connection with Federal Aid Project No. S-220 (2).

These fences are within the right of way limits and interfere with construction.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS
Encl.

RECEIVED
MAY 20 1946
FOR FILING
S 202-2

May 18, 1946

Mr. H. G. Smith

I received a phone call this morning from a gentleman named L. B. Howell, Route 2, Hillsboro, whose phone is Scholls 6351, in which he protests the removal of two oak trees at the corner of the Beaverton-Farmington Road. The contract is now under way, Porter W. Yett, contractor. Mr. Howell insists that it is not necessary at all to destroy the trees which are beautiful. Please hold up the removal the trees pending an investigation.

R. H. Baldock

RHB:HI

RECEIVED
MAR 30 1946
FOR FILING

S-202 (2)

March 29, 1946

Mr. Porter W. Kett
6500 N.E.Ainsworth Street
Portland 13, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2783 which was awarded to you on February 26, 1946, by the State Highway Commission, covering grading, surfacing and oiling on the Campbell Bridge-Hazeldale Section of the Farmington Secondary Highway. This copy is for your records and files.

We are also sending an executed copy to the Surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glairyer
Secretary

gl

Sent by Express 3-29-46 gl

RECEIVED
MAR 7 1946
FOR FILING
S 202-2

March 6, 1946

Mr. Porter W. Yett
6500 N. E. Ainsworth Street
Portland, (13) Oregon

Dear Sir:

In compliance with your request of March 5, we are today mailing, under separate cover, three sets of plans and specifications for the Campbell Bridge-Hazeldale Section, Contract No. 2783.

Very truly yours,

R. H. Baldock
State Highway Engineer

MCW:GS

...—ROCKY POINT, OREGON ...HIPMENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE GArfield 4356 PORTLAND 13, OREGON

March 5, 1946

Oregon State Highway Commission
Salem, Oregon

Att: S.H.Probert
Office Engineer

Dear Sir:

Would you be kind enough to mail to us, three informational sets of specifications and plans for our Campbell Bridge-Hazeldale Section, Farmington Highway Contract, Washington County.

It is necessary that we have these plans for the information of our Superintendents and office force.

Very truly yours,

PORTER W. YETT

BY Porter W. Yett

PWY/b

RECEIVED
MAR 6 1946
OREGON
STATE HIGHWAY COMMISSION

Mailed 3/6/46

RECEIVED
MAR 4 1946
FOR FILING

S 202-2

February 28, 1946

Mr. Porter W. Batt
6500 N.E.Ainsworth Street
Portland 13, Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2783, which was awarded to you by the State Highway Commission on February 25, 1946, covering grading, surfacing and oiling on the Campbell Bridge-Haseldale Section of the Farmington Secondary Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Sent by Express 2-28-46
Receipt

RECEIVED
FEB 28 1946
FOR FILING

S-202(2)

February 26, 1946

2783

Mr. Porter E. Yett
6500 N. E. Ainsworth
Portland, Oregon

Dear Sir:

The State Highway Commission on February 25, 1946 awarded you the contract for regrading, surfacing and oiling on the Campbell Bridge-Hazeldale Section of the Farmington Highway in Washington County. This award was based on your low bid of $109,690, using tar, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

SM

cc - S. H. Probert
S. S. Paxson

MONTANA
OREGON
WASHINGTON

RECEIVED
MAR 4 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S 202-2

February 25, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the award of contract for Oregon Federal Aid Secondary Highway Project S-202(2), the Campbell Bridge - Hazeldale Section to Porter W. Yett, Portland, Oregon who submitted the low bid.

Very truly yours,

T. M. Davis
District Engineer

RECEIVED
MAR 2 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

February 1, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Filed: S-76-1

Dear Sir:

We refer to your letter of January 29th concerning variations from programs which appear in the P. S. & E. submitted for the Campbell Bridge-Haneldale Project, S-202 (2), and the Weston-McDougal Project, S-76 (1).

On the Campbell Bridge-Haneldale Project, the increase in cost was occasioned by a considerable increase in surfacing quantities together with an increase in the estimated unit cost for these quantities. Preliminary estimates of both the quantities and prices were found, on investigation, to be entirely inadequate.

On the Weston-McDougal Project, the change in length was made in an endeavor to bring the cost within the programmed amount. This project is one on which the length is not controlled by field conditions as is frequently the case. We, therefore, thought it best to accept the cost, rather than the length, as the controlling factor.

Very truly yours,

C. H. McCullough
Asst. State Highway Engineer

SEP:GED

RECEIVED
AUG 26 1946
FOR FILING

S-202(2)

Jannory 24, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

When the Campbell Bridge-Hazeldale Secondary Project was contracted in December, 1941, the plan was to construct, by state forces, the bridges required at Stations 155+09 and 178+20. The lumber and piling for those structures was purchased by the State at that time. Shortly thereafter work on the project, including the bridge construction, was ordered "stopped." This stoppage of work did not, however, relieve the State of its obligation to accept delivery of the lumber and piling materials. As a result, the State has the materials on hand, in storage at Fenno, about nine miles from the project.

The plans for the Campbell Bridge-Hazeldale project, Project No. S-202 (2), as now being prepared, call for construction of the bridges by the contractor with the understanding that the contractor will make use of the materials we have in storage as above stated.

The materials involved are as follows:

20	Cedar piling, length 16 feet	
4	10" x 10" x 30'	caps
300	2" x 12" x 16'	decking
20	2" x 14" x 16'	decking
4	10" x 12" x 17'	fellce guard
8	4" x 12" x 15'	bulkhead
8	4" x 12" x 16'-6"	bulkhead
8	4" x 12" x 18'	bulkhead
8	4" x 12" x 19'-6"	bulkhead
24	Galv. machine bolts	3/4" x 24"
400#	Galv. spikes, 40d	

We will appreciate your obtaining authority for this furnishing of materials by the State on a non-participating basis.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

SHP:GS

RECEIVED
JAN 28 1946
FOR FILING

January 24, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

When the Campbell Bridge-Hazeldale Secondary Project was contracted in December, 1941, the plan was to construct, by state forces, the bridges required at Stations 155+09 and 178+20. The lumber and piling for these structures was purchased by the State at that time. Shortly thereafter work on the project, including the bridge construction, was ordered "stopped." This stoppage of work did not, however, relieve the State of its obligation to accept delivery of the lumber and piling materials. As a result, the State has the materials on hand, in storage at Fanno, about nine miles from the project.

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20	Cedar piling, length 16 feet	
4	10" x 10" x 30'	caps
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8	4" x 12" x 16'-6"	bulkhead
8	4" x 12" x 18'	bulkhead
8	4" x 12" x 19'-6"	bulkhead
24	Galv. machine bolts	3/4" x 24"
400#	Galv. spikes, 40d	

We will appreciate your obtaining authority for this furnishing of materials by the State on a non-participating basis.

Very truly yours,

C. H. McCullough
Assistant State Highway Engineer

SHP:GS

RECEIVED
JUN 24 1946
FOR FILING

January 23, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, two copies of Federal-aid work summary and four copies of right of way statement for the Campbell Bridge-Hazeldale Section, Project No. S-202 (2).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

We do not contemplate any landscaping work for this project. The climatic conditions of the area traversed insure the rapid growth of natural grasses over the roadbed slopes which will provide adequate slope covering in a relative short period.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWN:GS

Encl.

RECEIVED
JAN 24
FOR FILING

January 23, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of project statement for the Farmington Highway, Project No. ~~MRS-S-202~~ (Rev.).

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWN:GS

Encl.

S-232(2) Woodworth Acres-Parkdale 1946
Sec., Hood River Secon. Hwy.
#2784

RECEIVED
MAR 15 1947
FOR FILING

S-382(2)

March 14, 1947

General Casualty Company
Dooly and Company,
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway contract No. 2784 for work on the Woodworth Acres-Parkdale Section of the Hood River Secondary Highway, in Hood River County, has been completed by the contractor, Babler Bros., and that final payment in the amount of $2,621.70 will be made on or after March 24, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $73,027.14 of which amount $606.78 represents the amount of force account items. This contract was completed on September 28, 1946 and accepted by the Commission on November 25, 1946.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

3-14-47 gl

RECEIVED
FEB 17 1947
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

S-232(2)

February 13, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Project No. S-232(2), Hood River-Highway, Woodworth Acres-Parkdale Section, was made by a representative of this office on January 20, 1947.

Prompt submission of the final voucher will be appreciated.

Very truly yours,
T. M. DAVIS
[redacted]
District Engineer

[redacted]

RECEIVED
FEB 14 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 23 1947
FOR FILING

S. 232(2)

January 22, 1947

General Casualty Company
Dooly and Company, Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Babler Bros. on contract No. 2784, covering grading and surfacing on the Woodworth Acres-Parkdale Section of the Hood River Secondary Highway, in Hood River County. This payment, in the amount of $4,802.22, will be made on or after February 1, 1947. The retained percentage is $2,177.48.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
1-22-47 gl

Form E-1—SM—11-45

S-232(2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 11, 1947

Section Woodworth Acres-Parkdale

Highway Hood River Secondary

Contractor Babler Bros

Date of contract Feb 26, 1946

Date work started Apr 6, 1946

Amount of contract $73,359.50

Kind of work Gr. Surf and Oiling

Section prefix 114-1007

Contract number 2784

Date of completion Oct 31, 1946

Estimated date of completion Sept 28, 1946

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $73,359.50

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 5164.83, ... %

Date project was completed Sept 28, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed Semi-Final estimate this week and shipped datd to Division Office on Thursday, January 9th. This will be the final report on this Project unless data is sent back for recheck.

RECEIVED
JAN 13 1947
STATE ENGINEER
SALEM

Signed E. E. Lovell

Address Hood River

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			

STATE PRINTING DEPT.

RECEIVED
DEC 3 1946
FOR FILING

S-232 (2)

November 29, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter dated November 26, 1946, regarding the completion date on the Woodworth Acres-Parkdale Section of the Hood River Highway, Contract No. 2784, Federal Aid Secondary Project No. S-232 (A). 27

Reports from our engineer and pay rolls submitted show that September 28, 1946, was the last day on which the contractor worked.

The work remaining to be done was the shaping up of borrow pits. This was attempted but the ground was too soft to be properly shaped. Our engineer was instructed to leave this work to be done later by State forces.

In view of the above facts, we believe September 28, 1946 is the correct completion date as the contractor was released as of that date.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

RECEIVED
DEC 3 1946
FOR FILING

[redacted]
Division 8

NOTED
State Highway Engineer

November 26, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter dated November 20, 1946 advising of completion of Federal Aid Secondary Project No. S-232(2), the Woodworth Acres - Parkdale Section of the Hood River Highway on September 28, 1946.

This report seems to be in error, as our representative was advised while on an inspection trip on October 7th, that several minor items of work remained to be completed and it was later reported that the contractor returned and completed the work in early November. Please advise so that we may have the correct date for our records.

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED

Original sent to Probst

MONTANA
OREGON
WASHINGTON

RECEIVED
NOV 27 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT CORE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S-232(2)

November 22, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement and certificate for Oregon Federal Aid Secondary project No. S-232(2), Woodworth Acres-Parkdale Section of the Hood River Highway.

Very trul yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 23 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

St[redacted] WA8 pr 7144

Federal Aid Secondary Project No. [redacted]

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of October, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of [redacted] December, 19[redacted], a project statement, which was approved on the 6th day of February, 19[redacted], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section [redacted] of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of February 19[redacted]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Forty-six thousand eight hundred ten and 00/100

dollars ($ 46,810.00) as the share of the United States payable under said act on account of [redacted] Section [redacted] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 275, Laws 1917; Chap 31 Laws 1920; Chap 529, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 203+00 in the NE 1/4 Section 30, T-1-N, R-10-E, W. M., and survey station 319+15.1 in the NE 1/4 Section 5, T-1-S, R-10-E, W.M., without exception

, length 2.199 miles, in Reed River County, being ~~[illegible]~~ the Oregon Federal Aid Secondary project No. S-232(2), consisting of 2.199 miles of roadway and no bridges, each of more than 20 feet clear span,

[redacted]

16—11379 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11379-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of Forty-six thousand eight hundred ten and 00/100 dollars ($46,810.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Eighty thousand six hundred ninety-five and 45/100 dollars ($80,695.45), the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit Chap 329, Laws 1939
(Include reference to statute authorizing

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11370-1 GPO

...terials which

...ECT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 20th day of November, 1946

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
Chairman, State Highway Commission
(Title of officer)

By A. W. Peterson
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
Secretary
(Title of officer)

By _____
(Title of officer)

RECOMMENDED FOR APPROVAL:

_____
STATE HIGHWAY ENGINEER

By _____
[redacted] OF PUBLIC ROADS

Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-232(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 80,695.45 as the total estimated cost of said project, and the sum of $ 46,810.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of ~~Washington~~ Portland, Oregon, this 20th day of November one thousand nine hundred and forty-six

~~FEDERAL WORKS ADMINISTRATOR,~~
~~COMMISSIONER OF PUBLIC ROADS~~

By [signature]
Acting Commissioner of Public Roads.
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

J.M.

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

RECEIVED
OCT 26 1946
FOR FILING

October 21, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal, including special provisions, for Oregon project S-232(2), Woodworth Acres-Parkdale section, Hood River Highway.

Very truly yours,

T. M. DAVIS
District Engineer

By H. A. STODDART
Senior Highway Engineer

Encl:

RECEIVED
OCT 22 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 3 1946
FOR FILING
S-232(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

October 17, 1946

REFERRED TO
M. Probert
By State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-232(2), Woodworth Acres-Parkdale Section, Hood River Highway.

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature. Please return both copies. After Public Roads execution one will be returned for your files with copy of pertinent Treasury Certificate.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

For
L C
10/25/46

RECEIVED
OCT 18 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 19 1946
FOR FILING

1-232-2

Division 8

October 17, 1946

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-232(2), Woodworth Acres-Parkdale Section, Hood River Highway.

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature. Please return both copies. After Public Roads execution one will be returned for your files with copy of pertinent Treasury Certificate.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By:

L. J. Caufield
Principal Highway Engineer

Encls.

(Original to Project

RECEIVED
APR 2 1947
FOR FILING

S-232(2)

September 26, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate on funds for project agreement for the Woodburn Aurora-Parkdale Section, Project No. S-232 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:JT
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-232 (2)

WOODWORTH ACRES-PARKDALE SECTION

OF THE HOOD RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, September 14, 1946

Roadway (Sta. 207+00 to 319+15.1)

All Required		Clearing and Grubbing		$ 8,000.00
350	cu. yds.	Structural Excavation, Unclassified	$ 2.00	700.00
1,900	cu. yds.	Trench Excavation, Unclassified	1.00	1,900.00
38,000	cu. yds.	General Excavation, Unclassified	0.30	11,400.00
60,000	yd. sta.	Short Overhaul	0.02	1,200.00
250	C-yd. sta.	Long Overhaul	0.50	125.00
9,700	lin. ft.	Rounding Cutbanks	0.12	1,164.00
2.20	miles	Finishing Roadbed and Slopes	300.00	660.00
30	lin. ft.	12" Corr. Metal Pipe	2.00	60.00
1,170	lin. ft.	18" Corr. Metal Pipe	2.50	2,925.00
190	lin. ft.	24" Corr. Metal Pipe	4.00	760.00
30	lin. ft.	12" Corr. Metal Siphon Pipe	3.00	90.00
380	lin. ft.	18" Corr. Metal Siphon Pipe	4.00	1,520.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
30	cu. yds.	Concrete End Basins	50.00	1,500.00
190	lbs.	Metal Reinforcement	0.15	28.50
40	M-FBM	Lumber in Flume	110.00	4,400.00
20	only	Wood Sight Posts	3.00	60.00
2,500	cu. yds.	2" - 0" Rock in Cushion Course	2.40	6,000.00
4,900	cu. yds.	4½" - 2" Rock in Base	2.00	9,800.00
2,800	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	7,000.00
400	M-gals.	Sprinkling	1.75	700.00
2.20	miles	Preparation of Base	300.00	660.00
200	cu. yds.	3/4" - 0" Rock in Binder Course	3.75	750.00
1,500	cu. yds.	Furnishing and Placing Aggregate	3.75	5,625.00
34	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	38.00	1,292.00
100	tons	Furnishing and Placing 151-200 Asphalt	38.00	3,800.00
30	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	38.00	1,140.00
			Subtotal	$73,339.50
			10% Engr. & Cont.	7,335.95
			Total	$80,695.45
		Length	2.199 miles	
		Cost per mile	$36,696.43	

Federal Secondary Funds- $45,810.00
State Funds- 33,885.45

$80,695.45

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1929; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-238 (2)

WOODBURN AGNES-PARKDALE SECTION

OF THE HOOD RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, September 14, 1946

Roadway (Sta. 203+00 to 319+15.1)

All Required		Clearing and Grubbing		$ 8,000.00
350	cu. yds.	Structural Excavation, Unclassified	$ 2.00	700.00
1,900	cu. yds.	Trench Excavation, Unclassified	1.00	1,900.00
38,000	cu. yds.	General Excavation, Unclassified	0.30	11,400.00
60,000	yd. sta.	Short Overhaul	0.02	1,200.00
250	C-yd. sta.	Long Overhaul	0.50	125.00
9,700	lin. ft.	Rounding Cutbanks	0.12	1,164.00
2.20	miles	Finishing Roadbed and Slopes	300.00	660.00
30	lin. ft.	12" Corr. Metal Pipe	2.00	60.00
1,170	lin. ft.	18" Corr. Metal Pipe	2.50	2,925.00
190	lin. ft.	24" Corr. Metal Pipe	4.00	760.00
30	lin. ft.	12" Corr. Metal Siphon Pipe	3.00	90.00
380	lin. ft.	18" Corr. Metal Siphon Pipe	4.00	1,520.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
30	cu. yds.	Concrete End Basins	50.00	1,500.00
190	lbs.	Metal Reinforcement	0.15	28.50
40	M-FBM	Lumber in Flume	110.00	4,400.00
20	only	Wood Sight Posts	3.00	60.00
2,500	cu. yds.	3" - 0" Rock in Cushion Course	2.40	6,000.00
4,900	cu. yds.	4½" - 2" Rock in Base	2.00	9,800.00
2,800	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	7,000.00
400	M-gals.	Sprinkling	1.75	700.00
2.20	miles	Preparation of Base	300.00	660.00
200	cu. yds.	3/4" - 0" Rock in Binder Course	3.75	750.00
1,500	cu. yds.	Furnishing and Placing Aggregate	3.75	5,625.00
34	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	38.00	1,292.00
100	tons	Furnishing and Placing 151-200 Asphalt	38.00	3,800.00
30	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	38.00	1,140.00
			Subtotal	$73,399.50
			10% Engr. & Cont.	7,335.95
			Total	$80,695.45
		Length	2.199 miles	
		Cost per mile	$36,696.43	

Federal Secondary Funds	$46,810.00
State Funds	33,885.45
	$80,695.45

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

February 5, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-232(2), Woodworth Acres - Parkdale Section of the Hood River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is your authority to advertise for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 6 1946
OREGON
STATE HIGHWAY COMMISSION

Division 8

February 5, 1946.

Mr. H. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-232(2), Woodworth Acres - Parkdale Section of the Hood River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is your authority to advertise for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

[illegible]

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Dear Sirs:

We are enclosing seven copies of estimate and four copies of sheet of the statement to accompany plans and specifications for the Indianola Accessible Housing, Project No. Ind-12.

Six bid proposals and one set of blueprint plans are being sent under separate cover.

The project involves a wooded area and a natural planting environment which, in our opinion, cannot be improved by planting of shrubs and trees. Existing conditions are favorable to the growth of natural grass which should cover the slopes as effectively as artificial seedings. For these reasons, no landscaping work is contemplated.

Very truly yours,

O. M. Hopwood
Assistant State Highway Engineer

jmh:ch
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-232 (2)

WOODBURN ACRES-PARKDALE SECTION

OF THE HOOD RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 25, 1946

Roadway (Sta. 203+00 to 319+15.1)

All Required		Clearing and Grubbing		$ 7,500.00
350	cu. yds.	Structural Excavation, Unclassified	$ 2.00	700.00
1,900	cu. yds.	Trench Excavation, Unclassified	2.00	3,800.00
38,000	cu. yds.	General Excavation, Unclassified	.30	11,400.00
60,000	yd. sta.	Short Overhaul	.02	1,200.00
250	C-yd.sta.	Long Overhaul	.50	125.00
9,700	lin. ft.	Rounding Cutbanks	.12	1,164.00
2.20	miles	Finishing Roadbed and Slopes	350.00	770.00
30	lin. ft.	12" Corr. Metal Pipe	2.00	60.00
1,170	lin. ft.	18" Corr. Metal Pipe	3.00	3,510.00
190	lin. ft.	24" Corr. Metal Pipe	4.50	855.00
30	lin. ft.	12" Corr. Metal Siphon Pipe	2.50	75.00
380	lin. ft.	18" Corr. Metal Siphon Pipe	3.50	1,330.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
30	cu. yds.	Concrete End Basins	45.00	1,350.00
190	lbs.	Metal Reinforcement	.08	15.20
40	M-FBM	Lumber in Flume	110.00	4,400.00
20	only	Wood Sight Posts	4.00	80.00
2,500	cu. yds.	2" - 0" Rock in Cushion Course	2.50	6,250.00
4,900	cu. yds.	4" - 2" Rock in Base	2.50	12,250.00
2,800	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	7,000.00
400	M-gals.	Sprinkling	2.50	1,000.00
2.20	miles	Preparation of Base	200.00	440.00
200	cu. yds.	3/4" - 0" Rock in Binder Course	4.00	800.00
1,500	cu. yds.	Furnishing and Placing Aggregate	4.00	6,000.00
34	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	1,088.00
100	tons	Furnishing and Placing 151-200 Asphalt	32.00	3,200.00
30	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	960.00
			Subtotal	$77,422.20
			10% Engr. & Cont.	7,742.22
			Total	$81,644.20

Length	2.179 miles
Cost per mile	$37,127.07

Federal Secondary Funds	$47,360.00
State Funds	34,284.28
	$81,644.28

WOODWORTH ACRES-FAIRDALE SECTION

PROJECT NO. S-232 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 25, 1946

RECEIVED
AUG 24 1946
FOR FILING

S-232-2

#4188

Benedict

August 23, 1946

Urgent Referenced To:

Roy L. Carnagie
Engr.

Mr. C. L. Gavin
Gavin & Gavin
United States National Bank Bldg.
The Dalles, Oregon

Dear Sir:

Reference is made to your communication of August 10 which was written in behalf of Mrs. Samuel Benedict of Parkdale.

We note that Mrs. Benedict was formerly represented by Mr. John Mohr of Hood River and due to the fact that he also represents the Middle Fork Irrigation District, Mrs. Benedict's complaint has been referred to you.

From your letter we note that Mrs. Benedict is unwilling to have the second water siphon removed for the reason that the one siphon will not carry sufficient water to irrigate her entire orchard. We also note that she desires two road approaches from the highway to her property.

We have again referred this matter to our Construction Department and as soon as we have received a report from them we will be pleased to communicate with you further.

Very truly yours,

R. H. Baldock
State Highway Engineer

JMwag

FORM S-30 SSH 3-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1946

SUBJECT:

To: Mr. W. E. Chandler
Division Engineer
State Highway Department
1290 Wall Street
Bend, Oregon

Dear Sir:

On July 15, we referred to your office a letter from John H. Mohr, pertaining to the property of Rachael W. Benedict on the Woodworth Acres-Parkdale Section.

On July 19, Mr. Peck wrote you concerning this property, and on the bottom of his letter you made a note that you would check on your next trip. We are now in receipt of a letter from Gavin and Gavin, Attorneys, to whom Mrs. Benedict apparently has referred her case, and are attaching a copy hereto.

Will you please advise if you can give us any additional information pertaining to this matter.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

cc R. H. Baldock

JOHN GAVIN

C. L. GAVIN

GAVIN & GAVIN

ATTORNEYS-AT-LAW

UNITED STATES NATIONAL BANK BLDG.

THE DALLES, OREGON

Aug. 10, 1946.

R.H.Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir;

Mrs. Rachel Benedict of Parkdale, Hood River County, Oregon, has consulted us concerning her treatment in the construction of the highway for which you requested from her a conveyance from her property. I understand that Mr. John N. Mohr of Hood River has written you in her behalf, but as he represents the Middle Fork Irrigation District, he has requested Mrs. Benedict to secure other representation, and she has asked us to represent her.

She has shown me a copy of your letter of July 30th addressed to Mr. Mohr.

Mrs. Benedict is unwilling to have the second water siphon removed, and it was her understanding that the highway was not to be constructed to her damage. The one siphon will not carry water to her entire orchard, and she will suffer great damage if her entire property is not irrigated as it has been in the past. She complains that she was not consulted about the removal of this siphon, and as it has been in use for more than twenty years, she has instructed us to notify the irrigation company as well as the commission that she expects the siphon to be replaced.

She was told that her road approaches would be left as they were when she was asked for the right of way, and there were two approaches. She says that in the construction they have been changed, and only one is being constructed. It is not being located inthe best place for her approach to the highway, and because of the elevation and the location of the approach now under construction, she anticipates trouble in bad weather and believes it to be dangerous. As it is, her approach is in bad condition, and not where it was promised, and her water has been interfered with. I understand that there is an elevation of the highway at her property at least for four feet, and she

feels that the destructive manner in which this work has been handled has been unnecessarily harmful to her orchard operations.

Yours truly

GAVIN & GAVIN,

by C. C. Gavin

CLG

RECEIVED
AUG 10 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
2 1946
FOR FILING

S-232.2

#4188

Indexed
Alphabetical:
Benedict

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

August 2, 1946

Urban Referenced To:
Adm
Insurance
Property Damage
Benedict

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Comm.
Salem, Ore.

Dear Mr. Baldock:

Thank you for your letter of July 30, 1946, regarding Mrs. Rachael Benedict.

I appreciate the attention which is being given the matter.

Very truly yours,

John N. Mohr

JOHN N. MOHR
Attorney at Law

JNM:RF

NOTED
State Highway Engineer

RECEIVED
AUG 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 31 1946
FOR FILING

S-232-2

July 30, 1946

Mr. John H. Mohr
Attorney at Law
Hall Building
Hood River, Oregon

Dear Sir:

Reference is made to your communication of July 11 calling our attention to certain matters which should be attended to in connection with the acquisition of property from Rachael Benedict on the Hood River Secondary Highway, Woodworth Acres-Parkdale Section. This matter was referred to our Construction Engineer for investigation and report and we recently received advise that the road approach mentioned is staked and would have been finished sometime ago except for the heavy rains. The contractor has experienced some delay since the rains for the reason that it was necessary to give the roadbed opportunity to dry out.

It is necessary that we secure a few pieces of 1½" pipe in order to move the stand pipe and as soon as this material has been secured the pipe will be installed.

Concerning the two siphons to carry irrigation water to Mrs. Benedict's property, we were instructed by the Middle Fork Irrigation District Manager to eliminate one of the siphons and install only one at our Station 308+31 as this point is the high point and by installing the siphon at this point the water would cover the entire property.

We wish to assure you that as soon as the contractor is able to move in on the work and we are able to secure the pipe, the matters mentioned in your letter will be taken care of.

Very truly yours,

R. H. Baldock
State Highway Engineer

Jko'sa

FORM E-20 2SR 3-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23rd, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

Reference is made to Record of Assignment #4138, which was referred to this office on July 20th, pertaining to the complaint of Racheal Benedict regarding certain right of way agreements on the Woodworth Acres-Parkdale Section.

We are attaching hereto copy of a report from Resident Engineer Peck which we believe will answer all the complaint, and will advise you when the work is completed.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

RECEIVED
JUL 22 1946
FOR FILING

S-232-2

July 20, 1946

Mr. John H. Baker
Attorney at Law
Hall Building
Hood River, Oregon

Dear Sir:

Receipt is acknowledged of your letter of July 11 calling our attention to the fact that the contractor has failed to perform certain work for Reginald H. Dunnigan in connection with a right of way agreement on the Woodworth Acres-Parkdale Section of the Hood River Secondary Highway.

We wish to thank you for calling this matter to our attention and it has been referred to our Construction Engineer, Mr. H. G. Smith, so that he can have an investigation made.

Very truly yours,

R. H. Baldock
State Highway Engineer

Jhtmm

cc: H. G. Smith

FORM E-80 2M 8-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

C
O
P
Y

The Dalles, Oregon
July 19, 1946

SUBJECT:

To: Mr. Wm. E. Chandler
Division Engineer
Bend, Oregon

Dear Sir:

In reply to Mr. Smith's letter of July 15th in regard to Rachel W. Benedict's road approach and stand pipe.

This road approach is staked and would have finished except for the heavy rains on the night of June 27th.

Babler Bros., the contractors, returned on this date to complete the project, but due to the heavy rains decided to take more time off and give the road bed a chance to dry out. They had just returned after a lay off of several days due to rain.

We have got to have a few pieces of $1\frac{1}{4}$" pipe in order to move the Stand Pipe, we have not been able to get this pipe.

As to the siphon, we were instructed by the Middle Fork Irrigation District Manager to eliminate the siphon and place only the Siphon at Sta. 303+31 as this was the high point and would cover the entire property.

Just as soon as Babler Bros. return we will finish the road approach and move the stand pipe.

Very truly yours,

J. L. Peck
Resident Engineer

cc H. G. Smith: Will check on my next trip.

Chandler

4138

RECORD OF ASSIGNMENT

DESCRIPTION: Letter from John H. Mohr written in behalf of Rachael Benedict concerning certain worked which the contractor failed to do in connection with right of way agreement.

DATE: 7-30-46 ASSIGNED TO: H. G. Smith

FOR
(X) Investigation and report to this office.
( ) Reply direct with copy to this office
( ) Return with drafted reply
( ) Comment or recommendation and return to this office
( ) Investigation and such action as is necessary
( ) _____

REPORT RECEIVED: Report rec'd 7/30/46

REMARKS:

Herewith copy of a letter from Mr. John H. Mohr, pertaining to work we are supposed to have done through the property of Rachael W. Benedict on the Woodworth Acres-Parkdale Section. The property referred to is Right of Way File No. 9869 and lies between Station 289+90 and 303+32. The option on this property states as follows:

"State to move existing flume and or irrigation ditch and appurtenances thereto to new location on grantor's property whenever State deems the moving necessary."

Will you kindly investigate the items mentioned in Mr. Mohr's letter and give us a report at your earliest convenience.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:EM

cc R. H. Baldock

FORM E-20 25M 2-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 15, 1946

SUBJECT:

To: Mr. W. E. Chandler
Division Engineer
State Highway Department
1290 Wall Street
Bend, Oregon

Dear Sir:

Herewith copy of a letter from Mr. John H. Mohr, pertaining to work we are supposed to have done through the property of Rachael W. Benedict on the Woodworth Acres-Parkdale Section. The property referred to is Right of Way File No. 9869 and lies between Station 289+90 and 303+32. The option on this property states as follows:

"State to move existing flume and or irrigation ditch and appurtenances thereto to new location on grantor's property whenever State deems the moving necessary."

Will you kindly investigate the items mentioned in Mr. Mohr's letter and give us a report at your earliest convenience.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

cc R. H. Baldock

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

July 11, 1946

R. L. Baldock, Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

I represent Rachael W. Benedict who, about two years ago, was good enough to deed a tract of land along the new Parkdale Secondary Highway to the State for an amount in the neighborhood of $30.00 because she believed that it would be an improvement to the service rendered to the community and also because she was assured that she would be left in as good a position so far as her relation to the highway was concerned as she had been in the past.

So far the contractor has failed to keep his promise to move her stand pipe for spray use to a position where it is accessible. The approaches to the highway have not been put back in shape and it is probable that one approach will have to be abandoned unless it is properly located, but the third and most serious problem is that where Mrs. Benedict formerly had two siphons under the road with which to carry irrigating water to her property, one, the most northerly siphon, has been entirely out of use and nothing has been done to replace it. A substantial portion of her property, consisting of fruit orchard and hay meadow, will not be served with water if the siphon is not replaced, unless Mrs. Benedict puts in a pipe from the other siphon at considerable expense to herself.

She has asked me to write and call the matter to your attention and I am requested to ask that you take the necessary steps to see that her sprayer stand pipe is relocated without delay, that the highway approach be put in proper shape and that the second siphon for irrigating water be installed without delay. I am sure that the contractor and the engineer in charge do not appreciate the vital necessity of having water available for the whole tract and would appreciate it if you can give the matter your personal attention.

RECEIVED
JUL 13 1946
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

John N. Mohr

JOHN N. MOHR

JNM:GT

RECEIVED
JUL 17 1946
FOR FILING

S 232-2

July 16, 1946

Mr. H. G. Boe, Secretary
Middle Fork Irrigation District
Parkdale, Oregon

Cross Referenced To
Const
R/W
Hood River - Secretary

Indexed Alphabetically

Middle Fork Irrigation District

Dear Mr. Boe:

I am pleased to hand you, herewith, check No. A 9588 in the amount of $5,984 from the State Highway Department's Revolving Fund, being payment by the state in full of its obligation as contained in the agreement with the Middle Fork Irrigation District on April 5, 1946.

I also enclose receipt form for you to acknowledge receipt of this payment. Kindly sign your name in the places indicated by the red pencil checks and return the receipt to me for further handling. A stamped addressed envelope is enclosed for your convenience.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure
Enc.
cc - Mr. J. R. Lewis, Director
Middle Fork Irrigation District
Parkdale, Oregon

Carl F. Smith

Mr. Lewis:

This is the payment that you telephoned me about a few days ago. I trust that the District has not been inconvenienced by the delay in receiving it.

Respectfully yours,

H. B. Glaisyer

~~[illegible]~~.

Parkdale

J. R. Lewis, director
Meadow Park Improvement Club

Rush — copy wire — resume send down
how to borrow by dawn jet
state money.

June 19, 1946

Mr. M. O. Boe, Secretary
Middle Fork Irrigation District
Parkdale, Oregon

Dear Mr. Boe:

This acknowledges your letter of June 17 requesting reimbursement from the State Highway Commission as per the agreement dated April 5, 1946, relative to the relocation and reconstruction of the District's flumes and ditches along the Hood River Secondary Highway.

I have referred your letter to the Construction Engineer, Mr. H. G. Smith, for certain information, upon receipt of which I will advise you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBD:ec

Smith is investigating 6/24/46
Pearson will advise 7/11/46

Salem, Oregon
June 19, 1946

Middle Fork Irrigation District
Agreement re flumes and ditches
Hood River Secondary Highway

Mr. H. G. Smith

Attached is a copy of a letter that I have received from the Middle Fork Irrigation District, Parkdale, Oregon, relative to an agreement between the District and the State Highway Commission concerning the reconstruction of flumes and ditches along the Hood River Secondary Highway necessitated by the improvement of this highway.

You will note that the District advises that it has completed its obligation under the agreement and is asking reimbursement from the State Highway Commission in the amount of $5,984. Will you please advise whether or not the payment of such sum is in order. The amount stated in the letter, $5,984, is the exact amount stated in the agreement.

Secretary

HBG:ec
Attch.

MIDDLE FORK IRRIGATION DISTRICT
UPPER HOOD RIVER VALLEY
PARKDALE, OREGON

Parkdale Ore. June 17th, 1946

State Highway Commission
Salem Oregon.

Gentlemen:-

The Middle Fork Irrigation District entered into an agreement with the State Highway Commission on April 5th, 1946 whereby each did obligate themselves to do certain things.

The Middle Fork having performed and accomplished its part of said agreement and for some time past now, have been entitled to its reembursement from the S.H.C. of $5,984.00 ✓

As the District can use this money at the present time may we ask that the State Highway Commission kindly make this reembursement at its earliest conveniemce.

Very truly yours,

M. O. Boe, Secretary

Richard W. Smith

RECEIVED
JUN 18 1946
OREGON
STATE HIGHWAY COMMISSION

NOTE 20
DATE

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
JUL 10 1946
FOR FILING
S-232 (2)

July 5, 1946

Mr. P. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering the clearing of additional right of way from Station 252+00 to 262+84 on the Woodworth Acres-Parkdale Section of the Hood River Secondary Highway in Hood River County, Contract No. 2784, in connection with Federal Aid Project No. S-232 (2).

This work is necessary to procure additional embankment material to complete the county road approach at Station 263+00.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

Encl.

RECEIVED
APR 13 1946
FOR FILING

S 232-2

Salem, Oregon
April 12, 1946

Mr. H. G. Smith
Construction Engineer
O f f i c e

Dear Sir:

We are handing you herewith two executed copies of the agreement between the State Highway Commission and Middle Fork Irrigation District which covers the relocation and reconstruction of a portion of the Hood River Secondary Highway, in Hood River County.

One copy of this agreement has been mailed to the Irrigation District and Mr. Glainyer has retained one copy for his files.

Misc. C+A
#887

Very truly yours,

C. E. McCullough
Assistant State Highway Engineer

MiM
cc - E. E. Probert

FORM E-30 25M 4-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 11, 1946

SUBJECT: Agreement with Middle Fork Irrigation District

To:

Mr. C. B. McCullough

We hand you, herewith, three fully executed copies of the agreement between the Middle Fork Irrigation District and the State Highway Commission covering the relocation and reconstruction of a portion of the Hood River Secondary Highway, in Hood River County.

These copies are for further handling as you see fit. I have kept one copy for the Commission's records and files and have sent one copy to the Secretary of the District.

H. H. Bearce

Secretary

cc
Attachs.

2 to H. G Smith
1 to S. H. Probst

RECEIVED
APR 13 1946
FOR FILING

S 232-2

April 8, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, are copies of Order for Extra Work No. 1, on State contract No. 2784, Woodworth Acres-Parkdale Section of the Hood River Secondary Highway in Hood River County, in connection with F. A. Project S-232 (2).

It is necessary to move the 3" water pipe to clear drainage ditches.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS

Encl.

RECEIVED
APR 10 1946
FOR FILING

S 232-2

April 8, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, are copies of Order for Extra Work No. 1, on State contract No. 2784, Woodworth Acres-Parkdale Section of the Hood River Secondary Highway in Hood River County, in connection with F. A. Project S-232 (2).

It is necessary to move the 3" water pipe to clear drainage ditches.

Very truly yours,

R. H. Baldock
State Highway Engineer

.DBP:GS

Encl.

RECEIVED
APR 4 1946
FOR FILING

S 232-2

April 1, 1946

Mr. H. O. Boe, Secretary
Middle Fork Irrigation District
Upper Hood River Valley
Parkdale, Oregon

Dear Sir:

We have prepared a contract between the Middle Fork Irrigation District and the State Highway Commission in line with your agreement with Mr. Peck, concerning the allowances to be paid you for removing your irrigation facilities from the old right of way in lieu of the State reconstructing them. On account of lack of time to transmit this to you and secure all your signatures before April 4, we will first have the Commission approve it at its meeting on that date and then forward it to you immediately for signature.

I believe you should start work upon signing the agreement and not wait until a week or so before the contractor is prepared to start, but Mr. Peck will be advised to keep in touch with both you and the contractor to coordinate the job.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. O. Smith
Mr. Wm. E. Chandler
Mr. J. E. Peck

MIDDLE FORK IRRIGATION DISTRICT
UPPER HOOD RIVER VALLEY
PARKDALE, OREGON

RECEIVED
MAR 29 1946
OREGON
STATE HIGHWAY COMMISSION

March 28th,1946

State Highway Commission
Salem Oregon.

Gentlemen:-

This letter is with regard to the completion of a section of the State Highway between Parkdale and that running north past Dee.

There are two things we would like to ask at this time. One that your commission confirm by letter the agreement between your engineer Mr.Peck and our board relative to the indemnity you are going to pay us in helping with the cost of laying an irrigating pipe parallel with this link of the road.

Second; If it be possible,would you also kindly notify us a week or more in advance of the time you will start construction, to the end that we might take advantage of the interval,especially just before you start work.

Thanking you we are,

Very truly yours,

M. O. Boe, Secretary

RECEIVED
APR 1946

REFERRED TO
D. C. Jones
Engineer
Please see me

RECEIVED
MAR 30 1946
FOR FILING

S-232(2)

March 29, 1946

Babler Bros.
4617 S.E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2784 which was awarded to you on February 26, 1946, by the State Highway Commission, covering grading and oil mat surfacing on the Woodworth Acres-Parkdale Section of the Hood River Secondary Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. R. Gleiayer
Secretary

el

Sent by Express 3-29-46

Recorded

RECEIVED
FEB 28 1946
FOR FILING

S-232 (2)

2784

February 26, 1946

Bahler Brothers
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on February 26, 1946 awarded you the contract for grading, surfacing and oiling on the Woodworth Acres-Parkdale Section of the Hood River Highway in Hood River County. This award was based on your low bid of $73,339.50, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

gm

cc - S. H. Probert
C. S. Pennock

RECEIVED
FEB 28 1946
FOR FILING

S-232(2)

February 27, 1946

Bubler Bros.
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2764, which was awarded to you by the State Highway Commission on February 26, 1946, covering grading and oil mat surfacing on the Woodworth Acres-Parkdale Section of the Hood River Secondary Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Sent by Express 2-28-46
Recorded

MONTANA
OREGON
WASHINGTON

RECEIVED
MAR 4 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S 232-2

February 26, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the award of contract on Oregon S-232(2), Woodworth Acres - Parkdale Section, to Babler Bros., Portland, Oregon who submitted the low bid.

Very truly yours,

T. M. Davis
District Engineer

RECEIVED
MAR 2 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 28
FOR FILING

S-232(2)

January 25, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Woodworth Acres-Parkdale Section, Project No. S-232 (2).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

The project traverses a wooded area and a natural pleasing appearance exists, which, in our opinion, cannot be improved by planting of shrubs and trees. Climatic conditions are favorable to the growth of natural grass which should soon cover the slopes as effectively as artificial seeding. For these reasons, no landscaping work is contemplated.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWN:GS
Encl.

S-83(1) Lexington-South Springs Sec., 1946
Lexington-Echo Hwy.
#2785

RECEIVED

FOR FILING

NOTED
W. C. WILLIAMS

October 8th, 1947

FINAL COST ANALYSIS

Lexington-South Springs Section
Contract #2785

Newport, Kern & Kibbe, Contractors
W. S. Hodge, Resident Engineer

Lexington-Echo Highway
Prefix 125-1014

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing					$54.00	$100.00
Struct. Excav., Unclass.	60.5	Cu. Yd.	$2.95	$2.00	178.48	121.00
Trench Excav., Unclass.	102.4	" "	2.95	2.00	302.08	204.80
General Excav., Unclass.	19,810.6	" "	1.21	0.53	23,911.26	10,499.62
Short Overhaul	21,024.6	Yd. Sta.	0.025	0.015	525.62	315.37
Long Overhaul	291.9	C-Yd. Sta.	0.84	0.50	245.20	145.95
Finishing R/B & Slopes	9.93	Mile	620.50	400.00	6,161.57	3,972.00
12" Corr. Metal Pipe	160	Lin. Ft.	2.27	2.50	363.20	400.00
18" " " "	318	" "	3.14	3.50	998.52	1,113.00
24" " " "	8	" "	4.07	4.50	32.56	36.00
1½"-0 Rock in Base	16,785	Cu. Yd.	2.20	1.87	36,927.00	31,387.95
3/4"-0 " " "	3,588	" "	2.20	1.87	7,893.60	6,709.56
Sprinkling	385.15	M/Gal.	3.54	3.00	1,363.43	1,155.45
Preparation of Base	9.93	Mile	117.94	100.00	1,171.14	993.00
3/4"-0 Rock in Binder Course	977	Cu. Yd.	3.21	2.72	3,136.17	2,657.44
Furnish & Place Aggregates	4,464	" "	3.21	2.72	14,329.44	12,142.08
Furnish & Place RC-3 in Binder Course	157.51	Ton	27.75	29.50	4,370.90	4,646.55
Furnish & Place 151-200 Asphalt	219	"	27.05	28.75	5,923.95	6,296.25
Furnish & Place RC-3 in Seal Coat	120.59	"	27.60	29.50	3,328.28	3,557.41
3/4"-½" in Stockpile	1,262.4	Cu. Yd.	2.11	1.79	2,663.66	2,259.70
½"-¼" " "	1,057.9	" "	2.11	1.79	2,232.17	1,893.64
½"-0 " "	600	" "	2.11	1.79	1,266.00	1,074.00

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing S.P. Sites	All				$44.50	$100.00
Leveling of S.P. Sites	All				72.00	100.00
S.P. Screen Rejects	31.5	Cu. Yd.	$0.25	$0.25	7.88	7.88
S.P. Hauling Rejects	93.3	Yd. Mi.	0.12	0.12	11.20	11.20
S.P. Haul Adjustment, Favor of Contractor	94.3	Yd. Mi.	0.12	0.12	11.32	11.32
					$117,525.13	$91,911.17
Income from Private Work & Rock Sales					13,319.02	14,378.91
					$130,844.15	$106,290.08

Total Cost	$130,844.15
Gross Revenue	106,290.08
Net Loss	$24,554.07

Net Loss Equals 23.1% of Gross Revenue

Lexington-South Springs

Detail of Cost

Labor:

Labor	$33,214.08	
Supervision	5,923.26	
State Industrial Accident Insurance	947.12	
Social Security & Old Age Insurance	1,565.49	
		$41,649.95

Materials:

12" Corr. Metal Pipe	160	lin. ft.	at	$1.34	$214.40
18" " " "	318	"	"	1.92	610.56
24" " " "	8	"	"	2.52	20.16
12" Corr. Metal Pipe Bands	11	each		1.73	19.03
18" " " " "	19	"		2.26	42.94
151-200 Asphalt	219	ton		15.50	3,394.50
RC-3 Asphalt	278.10	"		13.90	3,865.59
Freight on Asphalt					2,246.34
					10,413.52

Equipment Rental & Miscellaneous:

Equipment Rental	$43,355.38	
Rented Equipment	4,340.18	
Rented Trucks (Includes gas, oil, grease & drivers)	7,996.90	
Gas, Oil & Grease	9,380.61	
Fencing Materials	59.31	
Explosives	1,313.79	
Field Office	1,217.85	
Expense Accounts	1,052.55	
Oxygen	186.37	
Lumber	257.19	
Bond	707.40	
P.L. & P.D. Insurance	624.08	
Quarry Lease	279.55	
Brooms for Oiling	182.75	
Freight	1,020.57	
Drill Bits	230.18	
Small Tools & Miscellaneous	1,149.68	
P.U.C. Fees	201.05	
Home Office & General Overhead	5,225.29	
		78,780.68

Total Cost $130,844.15

Remarks:

This was a "Federal Aid Secondary Project" bid and awarded to the contractors February 26th, 1946. Work was started April 8th, 1946, halted on December 14th, 1946 because of inclement weather, resumed April 10th, and completed May 27th, 1947. Work items were the regrading of 9.93 miles of highway roadbed, the construction of 9.93 miles of crushed rock base and oil mat surfacing and the furnishing of 3,000 cubic yards of crushed rock in stockpile. The project was bid in conjunction with the South Springs-Umatilla County Line project. The same equipment and operators were used on both jobs and only one move-in cost was required by the contractors.

Equipment used by the contractors consisted of one Athney loader, two #12 blades, two 10-ton rollers, one rubber-tired roller, one 3/4 cu. yd. shovel, one 1½ cu. yd. shovel, one D4 tractor and dozer, one D8 tractor and dozer, one Case tractor with broom, one electric welder, one 315 compressor, two oil transports, one grease truck, three pickups, one 2,500-gallon water tank truck, one semi-trailer, one truck-trailer, two 8 cu. yd. dump trucks, twelve 4 cu. yd. dump trucks, one four-crusher portable crushing plant and rented trucks as required.

Excavation was handled with an Athney loader loading into 4 cu. yd. trucks, 3/4 cu. yd. shovel and trucks and a #12 blade. The excavation was very light, averaging about 2,000 cubic yards per mile and consisted of the ripping of from 2 to 6 feet of the oiled surface next to the shoulders of the existing highway and the trenching of the subgrade to provide for the placing of new base materials. Materials excavated were used for widening as required. Progress was very slow. The Athney was rented at a high rental rate, all of the company equipment was kept on the job and operators were used even when not actually required and supervision was not of the best calibre.

Due to the anticipated amount of private work the contractors elected to purchase rock from a private source rather than use the state-owned quarry and opened a new source adjacent to the state quarry. Crushing was slow. There were no major breakdowns but high labor costs, small shutdowns, inclement weather and extremely low bid prices made it impossible for the crushing operations to show a profit.

Asphalt materials were also bid at a low figure but oiling operations were carried on in an efficient manner and asphalt showed a small profit, while the aggregates showed a loss due to the high cost of the materials.

This project was bid at too low a figure to show a possible profit. This fact along with slow progress and rather poor supervision resulted in a substantial loss to the contractors.

E. H. Clymer
Cost Analyst

By .... C. E. Paulsen

RECEIVED
SEP 5 1947
FOR FILING

S-83(1)

September 4, 1947

Maryland Casualty Company
Hansen & Rowland, Inc., Agent
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2785 for work on the Lexington-South Springs Section of the Lexington-Echo Secondary Highway, in Morrow County, has been completed by the contractor, Newport, Kern & Hibbs, and that final payment in the amount of $2,757.43 will be made on or after September 15, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $91,911.17, and that no force account work was performed therein. This contract was completed on May 27, 1947 and accepted by the Commission on June 17, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
9-4-47 gl

RECEIVED
JUL 9 1947
FOR FILING

S-83(1)

July 8, 1947

Maryland Casualty Company
Hansen & Rowland, Inc., Agent
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Newport, Korn & Hibbs on the following contracts:

Contract No. 2765, covering the Lexington-South Springs Section of the Lexington-Echo Secondary Highway, in Morrow County. This payment, in the amount of $6,126.35, will be made on or after July 16, 1947. The retained percentage is $32,757.33.

Contract No. 2766, covering South Springs-Umatilla County Line Section of the Lexington-Echo Secondary Highway, in Morrow County. This payment, in the amount of $4,208.75, will be made on or after July 16,1947. The retained percentage is $2,572.29.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
7-8-47 gl

Form E-1—5M—12-46

I-83(1)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Final Report
66

For Week Ending June 7, 19 47

Section Lexington-South Springs

Kind of work Re-grading and Oil Mat

Highway Lexington-Echo

Section prefix 125-1014

Contractor Newport, Kern, and Kibbe

Contract number 2785

Date of contract February 26, 19 46

Date of completion November 30, 19 46

Date work started April 8, 19 46

Estimated date of completion May 27, 19 47

Amount of contract $93,635.50

Per cent of time elapsed 164.2 %

Estimated cost of completed project, exclusive of engineering $97,491.51

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $9997.72, 178.0 %

Date project was completed May 27, 19 47

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Have completed the semi-final but did not get quite ready to submit to-day. Will send to La Grande Monday, June 9.

NOTED
RAY WFRGER

JUN 9 1947

NOTED
H. G. SMITH

NOTED
E. A. PEARSE

NOTED
H. W. LIBBY

Signed H. L. Holy

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	Binder Oiling PAVING
Miles in project	9.93	9.93		9.93	9.93
Miles partially completed					
Miles completed	9.93	9.93		9.93	9.93
Total estimated quantities	19,811	20,361	2,951	977	4,434
Estimated quantities moved or placed to date	"	"	"	"	"
Average daily quantities	300	600	150		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week	0				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Rain		
Wednesday	Cloudy		
Thursday	Rain		
Friday	Fair		
Saturday	Cloudy		

STATE PRINTING DEPT.

RECEIVED
JAN 10 1947
FOR FILING

S-83(1)

January 9, 1947

Newport, Kern & Kibbe
7051 S. E. Halsey St.
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 30,1946, had under discussion your request for an extension of time of 215 days, from November 30,1946 to June 30, 1947, within which to complete your contract No. 2766, for the Lexington-South Springs Section of the Lexington-Echo Secondary Highway, in Morrow County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ms/gl

cc: Paul Van Scoy

RECEIVED
MAY 13 1947
MONTANA
OREGON
WASHINGTON
FOR FILING
S-83(1)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREG.

December 6, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement and certificate for Oregon Federal Aid Secondary Project No. S-83(1), Lexington-Umatilla County Line Section of the Lexington Echo Highway.

Very truly yours,

W. H. Lynch
Division Engineer

By: L. O. Caufield
Principal Highway Engineer

Encl.

RECEIVED
DEC 7 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

State Oregon WASDot 7157

Federal Aid Secondary Project No. [redacted]

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of November, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 12th day of December, 19 45, a project statement, which was approved on the 1st day of February, 19 46, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [redacted] said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 6th day of February, 19 46; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of One hundred nine thousand ninety and 00/100

dollars ($109,090.00) as the share of the United States payable under said act on account of [redacted] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11870

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State [redacted] (Include title and citation of act of legislature by which authorized)

(*b*) From other sources .....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0.10 at the Bypass Highway in Lexington and survey station 1050+45.3 at the Umatilla County Line on the Boundary between Section 27 and Section 28, T-4-N, R-27-E, W.M., without exception,

, length 29.073 miles, in [redacted] County, being Section [redacted] of the Oregon Federal Aid Secondary project No. S-63(2), consisting of 29.073 miles of roadway and [redacted] bridges, [redacted] of more than 20 feet clear span, [redacted] 31's mile in length.

16—11370 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

16—11370-1

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] of said project shall not in any event exceed the sum of One hundred nine thousand ninety and 00/100 dollars ($ 109,090.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of One hundred eighty-eight thousand eight-two and 73/100 dollars ($ 188,082.73), the approved total estimated cost of [redacted] of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 529, Laws 1939 (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11379-1 GPO

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 5th day of December, 1946.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield

Chairman, State Highway Commission
(Title of officer)

By C. W. Schaupp

Member, State Highway Commission
(Title of officer)

By Byron B. Laurgaard

Member, State Highway Commission
(Title of officer)

By H. R. Seaman

Secretary
(Title of officer)

By _____

_____
(Title of officer)

DEPARTMENT OF AGRICULTURE
COMMISSIONER OF PUBLIC ROADS

By _____

Acting Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11378-2

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-33(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 188,000.75 as the total estimated cost of said project, and the sum of $ 109,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Oregon this 5th day of December one thousand nine hundred and forty-six

[redacted],
COMMISSIONER OF PUBLIC ROADS

By [redacted]
Acting Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139

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DEC 5 1946
FOR FILING

S-83-1

December 3, 1946

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2785, Lexington-South Springs Section of the Lexington-Echo Secondary Highway, S-83 (1), to Newport, Kern and Kibbe, Contractors, from December 1, 1946, to June 30, 1947.

Due to the inability to secure skilled labor in expediting erection and operation of plants, which prevented double shift operations in favorable season and weather, it has been necessary to defer the oiling on this contract until next year.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. C. Smith

MONTANA
OREGON
WASHINGTON

RECEIVED
DEC 4 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

November 14, 1946

Mr. R. H. Baldock
Senior Highway Engineer
Salem, Oregon

Oregon S-8311)
Lexington-Umatilla
County Line Section
Lexington-Echo Hwy

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications for both contracts, and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

By L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

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NOV 15 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 16 1946
FOR FILING

1-B3-1
— #1785

SHELL OIL COMPANY
Incorporated

1220 S. W. Morrison Street
Portland 5, Oregon
October 11, 1946

State of Oregon
Highway Department
Salem, Oregon

Gentlemen:

We are selling Newport Kern & Kibbe on State of Oregon job at Lexington to Umatilla county line.

Would you please complete the attached stencil form, filling in items one to seventeen inclusive, and return to us at your earliest convenience?

We shall appreciate your assistance in this matter.

Very truly yours,

SHELL OIL COMPANY
Incorporated

(Signed) P. C. Hickey
R. H. FORBES
for Division Credit Manager

PCH:JB
Attach

RECEIVED
APR 2 1947
FOR FILING

S-83(1)

September 26, 1946

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate on basis for project agreement for the Lexington-Heppner Section, Project No. S-83 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JVH:JF
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-83 (1)

LEXINGTON-UMATILLA COUNTY LINE SECTION

OF THE LEXINGTON-ECHO HIGHWAY IN MORROW COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 14, 1946

LEXINGTON-SOUTH SPRINGS SECTION (STA. 0+10 TO STA. 525+31)

Inside Lexington (Sta. 0+10 to 13+12)

All Required		Clearing and Grubbing (3%)			$ 3.00
6	cu. yds.	Structural Excavation, Unclassified		$ 2.00	12.00
4	cu. yds.	Trench Excavation, Unclassified		2.00	8.00
700	cu. yds.	General Excavation, Unclassified		0.53	371.00
0.25	mile	Finishing Roadbed and Slopes		400.00	100.00
30	lin. ft.	18" Corr. Metal Pipe		3.50	105.00
440	cu. yds.	1½" - 0" Rock in Base		1.87	822.80
100	cu. yds.	¾" - 0" Rock in Base		1.87	187.00
20	M-gals.	Sprinkling		3.00	60.00
0.25	mile	Preparation of Base		100.00	25.00
20	cu. yds.	¾" - 0" Rock in Binder Course		2.72	54.40
100	cu. yds.	Furnishing and Placing Aggregates		2.72	272.00
4	tons	Furnishing and Placing RC-3 Asphalt in Binder Course		29.50	118.00
10	tons	Furnishing and Placing 151-200 Asphalt		28.75	287.50
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat		29.50	118.00
			Subtotal		$ 2,543.70
			10% Engr. & Cont.		254.37
			Total		$ 2,798.07
		Length	0.246 mile		
		Cost per mile	$11,374.26		

Outside City (Sta. 13+12 to 525+31)

All Required		Clearing and Grubbing (97%)			$ 97.00
64	cu. yds.	Structural Excavation, Unclassified		$ 2.00	128.00
56	cu. yds.	Trench Excavation, Unclassified		2.00	112.00
21,300	cu. yds.	General Excavation, Unclassified		0.53	11,289.00

25,000	yd. stas.	Short Overhaul	$ 0.015	$ 375.00
220	C-yd. stas.	Long Overhaul	0.50	110.00
9.68	miles	Finishing Roadbed and Slopes	400.00	3,872.00
20	lin. ft.	12" Corr. Metal Pipe	2.50	50.00
370	lin. ft.	18" Corr. Metal Pipe	3.50	1,295.00
10	lin. ft.	24" Corr. Metal Pipe	4.50	45.00
20	lin. ft.	12" Concrete Pipe	2.50	50.00
17,060	cu. yds.	1½" - 0" Rock in Base	1.87	31,902.20
4,000	cu. yds.	3/4" - 0" Rock in Base	1.87	7,480.00
580	M-gals.	Sprinkling	3.00	1,740.00
9.68	miles	Preparation of Base	100.00	968.00
630	cu. yds.	3/4" - 0" Rock in Binder Course	2.72	1,713.60
4,000	cu. yds.	Furnishing and Placing Aggregates	2.72	10,880.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	29.50	3,540.00
220	tons	Furnishing and Placing 151-200 Asphalt	28.75	6,325.00
120	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	29.50	3,540.00
				$83,511.80

SOUTH SPRINGS-UMATILLA CO. LINE SECTION (STA. 525+31 TO STA. 1050+45.3)

All Required		Clearing and Grubbing		$ 100.00
60	cu. yds.	Structural Excavation, Unclassified	$ 2.00	120.00
10	cu. yds.	Trench Excavation, Unclassified	2.00	20.00
18,600	cu. yds.	General Excavation, Unclassified	0.53	9,858.00
19,800	yd. stas.	Short Overhaul	0.015	297.00
180	C-yd.stas.	Long Overhaul	0.50	90.00
9.95	miles	Finishing Roadbed and Slopes	400.00	3,980.00
20	lin. ft.	12" Corr. Metal Pipe	2.50	50.00
150	lin. ft.	18" Corr. Metal Pipe	3.50	525.00
50	lin. ft.	24" Corr. Metal Pipe	4.50	225.00
16,000	cu. yds.	1½" - 0" Rock in Base	1.87	29,920.00
4,100	cu. yds.	3/4" - 0" Rock in Base	1.87	7,667.00
500	M-gals.	Sprinkling	3.00	1,500.00
9.95	miles	Preparation of Base	100.00	995.00
740	cu. yds.	3/4" - 0" Rock in Binder Course	2.72	2,012.80
4,200	cu. yds.	Furnishing and Placing Aggregates	2.72	11,424.00
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	29.50	2,950.00
256	tons	Furnishing and Placing 151-200 Asphalt	28.75	7,360.00
130	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	29.50	3,835.00
				$ 82,928.80

Subtotal	$168,440.60
10% Engr. & Cont.	16,844.06
Total	$185,284.66

Length of Roadway	19.616 miles
Length of 2 Bridges	0.011 mile
Total Length	19.627 miles
Cost per mile	$9,440.29

Note: Oiling is to be constructed across bridges

SUMMARY OF FUNDS

Line	Total Cost	Federal Secondary Funds	State Funds
Inside Lexington	$ 2,798.07	$ 1,623.00	$ 1,175.07
Outside City	185,284.66	107,467.00	77,817.66
	$188,082.73	$109,090.00	$78,992.73

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

February 6, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-83(1), Lexington - Umatilla Section of the Lexington - Echo Highway in Morrow County, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

The estimate has been corrected to show the project as ending at Station 1050+45.3 to agree with the plans. Length of the section inside Lexington shown on the estimate as 0.25 miles, has been changed to 0.246 miles.

The name of the highway shown on the estimate has been corrected to read "Lexington - Echo" instead of "Lexington - Heppner".

Please change your records accordingly.

Please submit copies of the usual resolution covering encroachments, etc. by the City Council of Lexington before requesting preparation of the project agreement.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 8 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 14 1946
FOR FILING

S-83 (1)

August 12, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sirs

Reference is made to your letter of August 9th concerning beginning dates for contract work on the Lexington-South Springs and South Springs-County Line Sections, Project S - 83 (1).

We find no error in the advices given you in the previous letters mentioned.

Work on the Lexington-South Springs Section was started on April 8, 1946, but through oversight on our part you were not notified of this commencement until August 7th.

Work on the South Springs-County Line Section was started on June 18, as we advised you in our letter dated June 19.

If you wish to use only one beginning date for the whole of Project S - 83 (1), then April 8th would seem to be the proper date.

Reference to transcripts of contractor's payrolls will confirm foregoing statements.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

August 9, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 7 advising that work had been started April 8, 1946 on the Lexington - South Springs Section of Oregon Project S-83(1).

The information appears to be in error inasmuch as your letter of June 19, 1946 and also our records indicate that work started June 18 on the South Springs - County Line Section as the initial starting date of all work under Project S-83(1).

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 10 1946
STATE HIGHWAY COMMISSION

RECEIVED
AUG 17 1946
FOR FILING

S - 83 (1)

August 12, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of August 9th concerning beginning dates for contract work on the Lexington-South Springs and South Springs-County Line Sections, Project S - 83 (1).

We find no error in the advices given you in the previous letters mentioned.

Work on the Lexington-South Springs Section was started on April 8, 1946, but through oversight on our part you were not notified of this commencement until August 7th.

Work on the South Springs-County Line Section was started on June 18, as we advised you in our letter dated June 19.

If you wish to use only one beginning date for the whole of Project S - 83 (1), then April 8th would seem to be the proper date.

Reference to transcripts of contractor's payrolls will confirm foregoing statements.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GRD

RECEIVED
1946
FOR FILING

S-83-1

August 1, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval is Order for State Force Work, Account No. 231, covering the extension of existing concrete box culverts (or cattle passes) on the Lexington-South Springs Section of the Lexington-Echo Highway in Morrow County, Contract No. 2785, Federal Aid Project No. S-83 (1).

The extension of these box culverts is to be performed by State forces as indicated on the plans for this project. Through an oversight the cost of extending these box culverts was overlooked in preparing the specifications and estimate of cost for this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

JR:GS
Encl.

RECEIVED
AUG 12 1946
FOR FILING

Division 8

August 9, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 7 advising that work had been started April 8, 1946 on the Lexington - South Springs Section of Oregon Project S-83(1).

The information appears to be in error inasmuch as your letter of June 19, 1946 and also our records indicate that work started June 18 on the South Springs - County Line Section as the initial starting date of all work under Project S-83(1).

Very truly yours,

NOTED

T. M. DAVIS
District Engineer

Original sent to Mr. Probst.

RECEIVED
AUG 10 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 12 1946
FOR FILING

S-83-1

Division 3

August 9, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
State Highway Engineer

Dear Sir:

Reference is made to your letter of August 1st transmitting copies of Order for State Force Work, Account No. 231, covering the extension of three existing box culverts on Oregon Federal-aid Secondary Highway S-83(1), the Lexington - Umatilla County Line Section of the Lexington - Echo Highway.

P.S.& E. papers were submitted with your letter of January 24, 1946 and upon review, we called your attention to the necessity of extending these culverts. Under date of January 29, 1946, Mr. McCullough wrote as follows:

> "You have noted that on the Lexington-Umatilla County Line Section of the Lexington-Echo Highway, Project S-83(1), there are three existing concrete box culverts of lengths ranging from 18 feet to 22 feet.
>
> This letter is to assure you that these culverts will be extended to lengths not less than 28 feet by our State bridge maintenance forces, without federal participation in the cost; also, that the work of extending the culverts will be performed while the grading and surfacing work on the project is in progress and before it is completed."

This information was included in our forwarding of the P.S.& E. papers and it is rather embarassing for us now to request approval. However, we are willing to recommend approval as a contingent item, but should first be furnished with information as to the reasons for the change in procedure now requested.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG 10 1946
OREGON
STATE HIGHWAY COMMISSION

C. general corr. to
Fin. Project.

RECEIVED
APR 8 1946
FOR FILING

S 83-1

April 8, 1946

Newport, Kern & Kibbe
7031 N. E. Halsey St.
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, two fully executed copies of contracts which were awarded to you on February 26, 1946, as follows:

Contract No. 2785, covering regrading and Oil Mat surfacing on the Lexington-South Springs Section of the Lexington-Echo Secondary Highway.

Contract No. 2786, covering regrading and Oil Mat surfacing on the South Springs-Umatilla County Line Section of the Lexington-Echo Secondary Highway.

These copies are for your records and files.

We are also sending an executed copy of each of these contracts to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

S-83(1)

#2785

February 28, 1946

Newport, Kern & Kibbe
7031 N. E. Halsey Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on February 26, 1946 awarded you the contract for the following projects. This award was based on your low combination bid of $182,124.30/

Regrading, surfacing and oiling on the South Springs-Umatilla County Line Section of the Lexington-Echo Highway in Morrow County. This award was based on your low bid of $88,498.80.

Regrading, surfacing and oiling on the Lexington-South Springs Section of the Lexington-Echo Highway in Morrow County. This award was based on your low bid of $93,625.50.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ga

cc - S. H. Probert
G. S. Paxson

RECEIVED
FEB 28 1946
FOR FILING

S-83(1)

February 27, 1946

Newport, Korn & Kibbe
7031 N.E.Ralsey Street
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, four copies each of the following contracts which were awarded to you by the State Highway Commission on February 26, 1946, as follows:

Contract No. 2785 covering regrading and surfacing on the Lexington-South Springs Section of the Lexington-Echo Secondary Hwy., Morrow County.

Contract No. 2786 covering regrading and surfacing on the South Springs-Umatilla County Line Section of the Lexington-Echo Secondary Highway, Morrow County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Sent by Spl. Del. 2/28/46
Recorded

H. B. Gladsyer
Secretary

gl

MONTANA
OREGON
WASHINGTON
RECEIVED
MAR 4 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S X3-1

February 26, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence today in the award of contracts on Oregon S-83(1), the Lexington - South Springs and South Springs - Umatilla County Line Sections of the Lexington - Echo Highway to Newport, Kern & Kibbe, Portland, Oregon who submitted the low combination bid for this project.

Very truly yours,

T. M. Davis
District Engineer

RECEIVED
MAR 2 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

S-83(1)

January 29, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, 8, Oregon

Dear Sir:

We have noted that on the Lexington-Umatilla County Line Section of the Lexington-Echo Highway, Project S-83 (1), there are three existing concrete box culverts of lengths ranging from 18 feet to 22 feet.

This letter is to assure you that these culverts will be extended to lengths not less than 26 feet by our State bridge maintenance forces, without federal participation in the cost; also, that the work of extending the culverts will be performed while the grading and surfacing work on the project is in progress and before it is completed.

With regard to the timber bridges in place on this project, all of which have widths greater than 21 feet, we would like to continue them in service, as is, for a few years, with the view that when their decks must be renewed, the structures will be reconstructed to adequate width.

Very truly yours,

G. H. McCullough
Asst. State Highway Engineer

SHP:GHM

January 24, 1946

Mr. P. H. Davis
District Engineer
Public Roads Administration
P. O. Box 5390
Portland, 8, Oregon

Dear Sir:

We are sending under separate cover seven copies of estimate and four copies of right of way statement for the Lexington-Heppner County Line Section, Project No. S-83 (1).

Likewise are being sent six bid proposals and one set of blue print plans.

With regard to landscaping work on this project, none is anticipated for the reason that the volume of traffic does not warrant an expenditure for beautification and erosion difficulties which might be overcome by seeding of slopes are not anticipated due to light annual rainfall.

Very truly yours,

C. H. McCullough
Asst. State Highway Engineer

JWM:CHM

LEXINGTON-UMATILLA COUNTY LINE SECTION

PROJECT NO. S-83 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 24, 1946

Oregon State Highway Department

Federal Aid Secondary
Project No. S-83 (1)

LEXINGTON-UMATILLA COUNTY LINE SECTION
OF THE LEXINGTON-ECHO HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement estimate.)

Salem, Oregon, January 24, 1946

LEXINGTON-SOUTH SPRINGS SECTION (STA. 0+10 TO STA. 525+31)

Inside Lexington (Sta. 0+10 to 13+12)

All Required		Clearing and Grubbing (03%)		$ 45.00
5	cu. yds.	Structural Excavation, Unclassified	$ 2.50	15.00
4	cu. yds.	Trench Excavation, Unclassified	2.50	10.00
700	cu. yds.	General Excavation, Unclassified	.40	280.00
0.25	mile	Finishing Roadbed and Slopes	350.00	87.50
30	lin. ft.	18" Corr. Metal Pipe	3.50	105.00
440	cu. yds.	1½" - 0" Rock in Base	2.25	990.00
100	cu. yds.	3/4" - 0" Rock in Base	2.25	225.00
20	M-gals.	Sprinkling	2.50	50.00
0.25	mile	Preparation of Base	200.00	50.00
20	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	70.00
100	cu. yds.	Furnishing and Placing Aggregates	3.50	350.00
4	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	140.00
10	tons	Furnishing and Placing 151-200 Asphalt	35.00	350.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	140.00
			Subtotal	$ 2,907.50
			10% Engr. & Cont.	290.75
			Total	$ 3,198.25
		Length	0.25 mile	
		Cost per mile	$12,793.00	

Outside City (Sta. 13+12 to 525+31)

All Required		Clearing and Grubbing (97%)		$ 1,455.00
64	cu. yds.	Structural Excavation, Unclassified	$ 2.50	160.00

56	cu. yds.	Trench Excavation, Unclassified	$ 2.50	$ 140.00
21,300	cu. yds.	General Excavation, Unclassified	.40	8,520.00
25,000	yd. sta.	Short Overhaul	.02	500.00
220	C-yd.sta.	Long Overhaul	.50	110.00
9.68	miles	Finishing Roadbed and Slopes	350.00	3,388.00
20	lin. ft.	12" Corr. Metal Pipe	2.50	50.00
370	lin. ft.	18" Corr. Metal Pipe	3.50	1,295.00
10	lin. ft.	24" Corr. Metal Pipe	5.50	55.00
20	lin. ft.	12" Concrete Pipe	2.50	50.00
17,060	cu. yds.	1½" - 0" Rock in Base	2.25	38,385.00
4,000	cu. yds.	3/4" - 0" Rock in Base	2.25	9,000.00
580	M-gals.	Sprinkling	2.50	1,450.00
9.68	miles	Preparation of Base	200.00	1,936.00
630	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	2,205.00
4,000	cu. yds.	Furnishing and Placing Aggregates	3.50	14,000.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	4,200.00
220	tons	Furnishing and Placing 151-200 Asphalt	35.00	7,700.00
120	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	4,200.00
				$98,799.00

SOUTH SPRINGS-UMATILLA COUNTY LINE SECTION (STA. 525+31 TO STA. 1050+43)

All Required		Clearing and Grubbing		$ 1,500.00
60	cu. yds.	Structural Excavation, Unclassified	$ 2.50	150.00
10	cu. yds.	Trench Excavation, Unclassified	2.50	25.00
18,600	cu. yds.	General Excavation, Unclassified	.40	7,440.00
19,800	yd. sta.	Short Overhaul	.02	396.00
180	C-yd. sta.	Long Overhaul	.50	90.00
9.95	miles	Finishing Roadbed and Slopes	350.00	3,482.50
20	lin. ft.	12" Corr. Metal Pipe	2.50	50.00
150	lin. ft.	18" Corr. Metal Pipe	3.50	525.00
50	lin. ft.	24" Corr. Metal Pipe	5.50	275.00
16,000	cu. yds.	1½" - 0" Rock in Base	2.10	33,600.00
4,100	cu. yds.	3/4" - 0" Rock in Base	2.10	8,610.00
500	M-gals.	Sprinkling	2.50	1,250.00
9.95	miles	Preparation of Base	200.00	1,990.00
740	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	2,590.00
4,200	cu. yds.	Furnishing and Placing Aggregates	3.50	14,700.00
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	3,500.00
256	tons	Furnishing and Placing 151-200 Asphalt	35.00	8,960.00
130	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	4,550.00
				$93,683.50

	Subtotal	$192,482.50
	10% Engr. & Cont.	19,248.25
	Total	$211,730.75

Length of Roadway	19.616 miles
Length of 2 Bridges	.011 mile
Total Length	19.627 miles
Cost per mile	$10,787.72

Note: Oiling is to be constructed across bridge.

SUMMARY OF FUNDS

Item	Total Cost	Federal Secondary Funds	State Funds
Inside Lexington	$ 3,198.25	$ 1,726.00	$ 1,472.25
Outside City	211,730.75	114,274.00	97,456.75
	$214,929.00	$116,000.00	$98,929.00

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RECEIVED
FOR FILING

S-83 (1)

January 24, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, 8, Oregon

Dear Sir:

We are sending under separate cover seven copies of estimate and four copies of right of way statement for the Lexington-Umatilla County Line Section, Project No. S-83 (1).

Likewise are being sent six bid proposals and one set of blue print plans.

With regard to landscaping work on this project, none is anticipated for the reason that the volume of traffic does not warrant an expenditure for beautification and erosion difficulties which might be overcome by seeding of slopes are not anticipated due to light annual rainfall.

Very truly yours,

C. R. McCullough
Asst. State Highway Engineer

JUH:GHD

S-83(1) South Springs-Umatilla Co. 1946
Line Sec., Lexington-Echo Hwy.
#2786

RECEIVED Baldock
1947

NOTED
W. C. WILLIAMS

October 8th, 1947

FILING

FINAL COST ANALYSIS

South Springs-Umatilla County Line Section — Lexington-Echo Highway
Contract #2786 — Prefix 125-1015
Newport, Kern & Kibbe, Contractors
W. S. Hodge, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$64.50	$100.00
Struct. Exc., Unclass.	48.8	Cu. Yd.	$2.95	$2.00	143.96	97.60
Trench Exc., Unclass	6.1	" "	2.95	2.00	18.00	12.20
General Exc., Unclass	16,912.6	" "	1.15	0.53	19,401.66	8,963.68
Short Overhaul	15,791.2	Yd. Sta.	0.025	0.015	394.78	236.87
Long Overhaul	407.7	C-Yd. Sta.	0.84	0.50	342.47	203.85
Finishing R/B & Slopes	9.95	Mile	624.30	400.00	6,211.79	3,980.00
12" Corr. Metal Pipe	98	Lin. Ft.	2.27	2.50	222.46	245.00
18" " " "	124	" "	3.14	3.50	389.36	434.00
24" " " "	48	" "	4.07	4.50	195.36	216.00
1½"-0 Rock in Base	15,385	Cu. Yd.	2.20	1.87	33,930.62	28,769.95
3/4"-0 Rock in Base	3,984	" "	2.20	1.87	8,786.45	7,450.08
Sprinkling	373.7	M/Gal.	3.54	3.00	1,324.60	1,121.10
Preparation of Base	9.95	Mile	117.94	100.00	1,173.48	995.00
3/4"-0 Rock in Binder Course	831.5	Cu. Yd.	3.21	2.72	2,667.37	2,261.68
Furnish & Place Aggregates	4,152	" "	3.21	2.72	13,319.23	11,293.44
Furnish & Place RC-3 in Binder Course	130.05	Ton	27.75	29.50	3,608.89	3,836.48
Furnish & Place 151-200 Asphalt	216.36	"	27.05	28.75	5,852.54	6,220.35
Furnish & Place RC-3 in Seal Coat	123.1	"	27.60	29.50	3,397.56	3,631.45
3/4"-½" Cr. Rock in S.P.	1,358.6	Cu. Yd.	2.11	1.79	2,868.12	2,431.89
½"-¼" " " " "	1,050	" "	2.11	1.79	2,216.64	1,879.50
¼"-0" " " " "	598.7	" "	2.11	1.79	1,263.90	1,071.67

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing S.P. Sites	All				$81.50	$100.00
Leveling S.P. Sites	All				54.50	100.00
PA #2, ¾"-¼" Cr. Rock in S.P.	52.8	Cu. Yd.	$2.11	$1.79	111.46	94.51
					$108,041.20	$85,746.30
Income from Private Work & Rock Sales					7,565.00	8,167.44
					$115,606.20	$93,913.74

Total Cost	$115,606.20
Gross Revenue	93,913.74
Net Loss	$21,692.46

Net Loss Equals 23.1% of Gross Revenue

South Springs-Umatilla County Line

Detail of Cost

Labor:

Labor		$29,346.66	
Supervision		5,233.56	
State Industrial Accident Insurance		837.41	
Social Security & Old Age Insurance		1,383.21	
			$36,800.84

Materials:

12" Corr. Metal Pipe	98	lin. ft. at	$1.34	$131.32
18" " " "	124	" " "	1.92	238.08
24" " " "	48	" " "	2.52	120.96
12" Corr. Metal Pipe Bands	4	each	1.73	6.92
18" " " " "	8	"	2.26	18.08
24" " " " "	3	"	2.93	8.79
151-200 Asphalt	216.36	ton	15.50	3,353.58
RC-3 Asphalt	253.15	"	13.90	3,518.79
Freight on Asphalt				2,121.72
				9,518.24

Equipment Rentals & Miscellaneous:

Equipment Rental	$38,307.12	
Rented Equipment	3,834.82	
Rented Trucks (Includes gas, oil, grease and drivers)	7,065.49	
Gas, Oil & Grease	8,288.34	
Fencing Materials	52.41	
Explosives	1,160.81	
Field Office	1,076.05	
Expense Accounts	930.00	
Exygen	164.67	
Lumber	227.24	
Bond	625.03	
P.L. & P.D. Insurance	551.42	
Quarry Lease	240.00	
Brooms for Oiling	161.47	
Freight	901.73	
Drill Bits	203.37	
Small Tools & Misc.	1,015.82	
P.U.C. Fees	177.64	
Home Office & General Overhead	4,303.69	
		69,267.12

Total Cost $115,606.20

Remarks:

This was a "Federal Aid Secondary Project" bid and awarded to the contractors February 26th, 1946. Work was started on the project on June 18th, 1946, halted on January 25th, 1947 because of inclement weather, resumed on April 11th, and completed May 27th, 1947. Work items consisted of the regrading of 9.95 miles of highway roadbed, the construction of 9.95 miles of crushed rock base and oil mat surfacing and the furnishing of 3,000 cubic yards of crushed rock in stockpile. The project was bid in conjunction with the Lexington-South Springs project. The same equipment and operators were used on both jobs and only one move-in cost was required by the contractors.

Equipment used by the contractors consisted of one Athney loader, two #12 blades, two 10-ton rollers, one rubber-tired roller, one 3/4 cu. yd. shovel, one 1½ cu. yd. shovel, one D4 tractor and dozer, one D8 tractor and dozer, one Case tractor with power broom, one electric welder, one 315 compressor, two oil transports, one grease truck, 3 pickups, one 2,500-gallon water tank, one semi-trailer, one truck-trailer, two 8 cu. yd. dump trucks, twelve 4 cu. yd. dumo trucks, one four-crusher portable crushing plant and rented trucks as required for the crushing operations.

Excavation costs for this project were extremely high. The excavation consisted of the ripping of from two to six feet of the oiled surface next to the shoulders of the existing highway and the trenching of the subgrade to provide for the placing of new base materials. Materials excavated were used for widening as required. Quantities were very light, averaging about 1,700 cubic yards per mile. From experience gained on the Lexington-South Springs unit the contractors found the best way to handle this material was to rip and windrow it on the existing surface with a blade and pick it up and load into trucks with an Athney loader. Progress was very slow and costs were high due in part to the difficulty in handling and partly because of poor supervision. Several cuts were widened and necessitated the moving of a shovel throughout the length of the project for a very small amount of yardage.

Instead of using the quarry provided by the State the contractors elected to use rock from their own source and after considerable prospecting and development work located a good quarry opposite the highway at Station 700. While there was a considerable cost for prospecting and a small royalty for materials used, the savings in haul were considerable to the contractors. Crushing was slow. There were no major breakdowns but small shutdowns, high labor costs and an extremely low bid price made it impossible for the crushing to show a profit.

Due to the low bid price for oiling aggregates the item of furnishing and placing aggregates also showed a loss. With labor costs at their present level it is impossible to produce, haul and place aggregates at the price bid by the contractors. Asphalt materials were also bid at a rather low figure but as oiling operations were handled efficiently the contractor showed a small profit for these items.

This project was bid at too low a figure to make a possible profit. If the excavation had been comparable to ordinary excavation the bid price would

have been sifficient but under the circumstances all items were low and it was impossible for the contractors to break even.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

Note: As this project was bid in conjunction with the Lexington-South Springs project, the same equipment used for both projects and also a very poor labor split was used by the contractors for work performed on both contracts at the same time, the majority of the bid items' costs were prorated for both projects.

RECEIVED
SEP 5 1947
FOR FILING
S-83(1)

September 4, 1947

Maryland Casualty Co.
Hansen & Rowland, Inc., Agent
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2786 for work on the South Springs-Umatilla County Line Section of the Lexington-Echo Secondary Highway, in Morrow County, has been completed by the contractor, Newport, Kern & Hibbs, and that final payment in the amount of $2,975.64 will be made on or after September 15, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $85,746.30, and that no force account work was performed therein. This contract was completed on May 27, 1947 and accepted by the Commission on June 17, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
9-4-47 J.

RECEIVED
JUL 9 1947
FOR FILING

S-82(1)

July 8, 1947

Maryland Casualty Company
Hansen & Rowland, Inc., Agent
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Newport, Horn & Kibbe on the following contracts:

Contract No. 2785, covering the Lexington-South Springs Section of the Lexington-Echo Secondary Highway, in Morrow County. This payment, in the amount of $6,124.35, will be made on or after July 16, 1947. The retained percentage is $42,757.33.

Contract No. 2786, covering South Springs-Umatilla County Line Section of the Lexington-Echo Secondary Highway, in Morrow County. This payment, in the amount of $4,208.75, will be made on or after July 16,1947. The retained percentage is $2,972.20.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

NOTED ON CARD
7-8-47 JS

Form E-1—SM—12-46

S-83(1)

#58

Final Report

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 21, 19 47

Section South Springs-Umatilla County Line

Highway Lexington-Echo

Contractor Newport, Kern, and Kibbe

Date of contract February 26, 19 46

Date work started June 18, 19 46

Amount of contract . . . . . $ 88,498.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 88,278.72

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 8803.43, 165.8 %

Kind of work Re-grading and Oil Mat

Section prefix 125-1015

Contract number 2786

Date of completion November 30, 19 47

Estimated date of completion May 27, 19 47

Per cent of time elapsed 164.2 %

Date project was completed May 27, 19 47

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final was completed June 19th and taken over to the Division Office at La Grande June 20th.

JUN 23 1947

NOTED H.W. LIBBY

Signed W. L. Libby

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

011

	GRADING				PAVING
Miles in project	9.95	9.95		9.95	9.95
Miles partially completed					
Miles completed	9.95	9.95		9.95	9.95
Total estimated quantities					
Estimated quantities moved or placed to date	16,906.	19,369.	5060.	851.	4152.
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week	0				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Rain		
Tuesday	Cloudy		
Wednesday	Pt. Cloudy		
Thursday	Cloudy-cold		
Friday	"		
Saturday	Fair		

STATE PRINTING DEPT.

RECEIVED
JAN 2 1947
FOR FILING

S-23-1

December 24, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 1 covering a change in plans and resulting reduction in 1½" - 0" Base Rock required on the South Springs-Umatilla County Line Section of the Lexington-Echo Secondary Highway in Morrow County, Contract No. 2706, in connection with Federal Aid Project No. S-83 (1).

It was originally intended to surface the full width of the roadbed between stations 609+00 to 640+00 and from 983+00 to 998+30. The center of the oiled portion was, however, found to be in better condition than originally supposed and the typical section as planned between stations 983+31 to 609+00, 640+00 to 983+30 and 998+30 to 1030+45.3 used.

The saving in base rock quantities was, therefore, made without lowering the type of construction.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HM
Encl.

RECEIVED
DEC 5 1946
FOR FILING

S-83-1

December 3, 1946

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2786, South Springs-Umatilla County Line Section of the Lexington-Echo Secondary Highway, S-83 (1), to Newport, Kern and Kibbe, Contractors, from December 1, 1946, to June 30, 1947.

Due to the inability to secure skilled labor in expediting erection and operation of plants, which prevented double shift operations in favorable season and weather, it has been necessary to defer the oiling on this contract until next year.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

S-83(1)

Division 8

November 14, 1946

Mr. R. H. Baldock
Senior Highway Engineer
Salem, Oregon

Oregon S-83(1)
Lexington-Umatilla
County Line Section
Lexington-Echo Hwy

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications for both contracts, and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

By
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
AUG 14 1946
FOR FILING

S-83(1)

August 12, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

We have your letter of August 9th concerning the extension of box culverts on the Lexington-Umatilla County Line Project, S- 83 (1).

As there is no inclination on our part to welsh on our agreement to make these extensions "without federal participation," it will be entirely agreeable to us if you fail to approve the work as a contingency item.

Speaking generally of federal participation, we had not thought that use of the term "without federal participation" necessarily precluded possibility of later reconsideration and agreement on some other basis. Perhaps, however, in connection with items such as the one under consideration, it would be best to accept the term as of permanent application.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

...SHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

August 9, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of August 1st transmitting copies of Order for State Force Work, Account No. 231, covering the extension of three existing box culverts on Oregon Federal-aid Secondary Highway S-83(1), the Lexington - Umatilla County Line Section of the Lexington - Echo Highway.

P.S.& E. papers were submitted with your letter of January 24, 1946 and upon review, we called your attention to the necessity of extending these culverts. Under date of January 29, 1946, Mr. McCullough wrote as follows:

> "You have noted that on the Lexington-Umatilla County Line Section of the Lexington-Echo Highway, Project S-83(1), there are three existing concrete box culverts of lengths ranging from 18 feet to 22 feet.
>
> This letter is to assure you that these culverts will be extended to lengths not less than 28 feet by our State bridge maintenance forces, without federal participation in the cost; also, that the work of extending the culverts will be performed while the grading and surfacing work on the project is in progress and before it is completed."

This information was included in our forwarding of the P.S.& E. papers and it is rather embarassing for us now to request approval. However, we are willing to recommend approval as a contingent item, but should first be furnished with information as to the reasons for the change in procedure now requested.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG 10 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 8 1946
FOR FILING

S - 83-1

April 8, 1946

Newport, Kern & Hibbs
7031 N. E. Halsey St.
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, two fully executed copies of contracts which were awarded to you on February 26, 1946, as follows:

Contract No. 2785, covering regrading and Oil Mat surfacing on the Lexington-South Springs Section of the Lexington-Echo Secondary Highway.

Contract No. 2786, covering regrading and Oil Mat surfacing on the South Springs-Umatilla County Line Section of the Lexington-Echo Secondary Highway.

These copies are for your records and files.

We are also sending an executed copy of each of these contracts to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gladmyer
Secretary

el

Sent by Express 4-8-46
Received

RECEIVED
FEB 28 1946
FOR FILING

S-83 (1)

February 26, 1946

#2786

Newport, Kern & Kibbe
7031 S. E. Haley Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on February 26, 1946 awarded you the contract for the following projects. This award was based on your low combination bid of $182,124.30.

Regrading, surfacing and oiling on the South Springs-Umatilla County Line Section of the Lexington-Echo Highway in Morrow County. This award was based on your low bid of $88,496.80.

Regrading, surfacing and oiling on the Lexington-South Springs Section of the Lexington-Echo Highway in Morrow County. This award was based on your low bid of $93,625.50.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

gm

cc - E. E. Probert
G. E. Pennon

RECEIVED
FEB 28 1946
FOR FILING

S-83(1)

February 27, 1946

Newport, Kern & Hibbs
7031 N.E.Halsey Street
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, four copies each of the following contracts which were awarded to you by the State Highway Commission on February 26, 1946, as follows:

Contract No. 2785 covering regrading and surfacing on the Lexington-South Springs Section of the Lexington-Echo Secondary Hwy., Morrow County.

Contract No. 2786 covering regrading and surfacing on the South Springs-Umatilla County Line Section of the Lexington-Echo Secondary Highway, Morrow County.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gladmyer
Secretary

gl

RECEIVED
MAR 7 1946
FOR FILING

S 2E-1

Division 6

February 26, 1946

Mr. L. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence today in the award of contracts on Oregon S-83(1), the Lexington - South Springs and South Springs - Umatilla County Line Sections of the Lexington - Echo Highway to Newport, Kern & Kibbe, Portland, Oregon who submitted the low combination bid for this project.

Very truly yours,

T. H. Davis
District Engineer

RECEIVED
MAR 2 - 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
S & 3(1)

January 29, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, 8, Oregon

Dear Sir:

You have noted that on the Lexington-Umatilla County Line Section of the Lexington-Echo Highway, Project S-83 (1), there are three existing concrete box culverts of lengths ranging from 18 feet to 22 feet.

This letter is to assure you that these culverts will be extended to lengths not less than 26 feet by our State bridge maintenance forces, without federal participation in the cost; also, that the work of extending the culverts will be performed while the grading and surfacing work on the project is in progress and before it is completed.

With regard to the timber bridges in place on this project, all of which have widths greater than 21 feet, we would like to continue them in service, as is, for a few years, with the view that when their decks must be removed, the structures will be reconstructed to adequate width.

Very truly yours,

G. H. McCullough
Asst. State Highway Engineer

GHP:GHM

S-76(1) Weston Mtn.-McDougal Sec., 1946
Weston-Elgin Hwy.
#2787

RECEIVED
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

S-76(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O. Box 3900
PORTLAND 8, OREGON

September 25, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project S-76(1)
Weston Mountain

Dear Sir:

We are forwarding herewith for your files an executed copy of a Modification of Agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 26 1947
OREGON
STATE HIGHWAY COMMISSION

WA8pr 7132

Oregon Federal Aid Secondary Project No. S-76(1)

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 29, 1946, by the Oregon State Highway Commission, and on November 20, 1946, on behalf of the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-76(1); and

WHEREAS, the Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $108,930.00 to $116,450.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and estimates, and the sum of one hundred sixteen thousand, four hundred fifty and 00/100 dollars ($116,450.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized pro rata share of the approved total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixteen thousand, four hundred fifty and 00/100 dollars, which does not exceed the authorized Federal pro rata share of one hundred eighty-seven thousand, eight hundred eight and 50/100 dollars ($187,808.50), the approved estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto fixed their signatures on September 8, 1947.

RECOMMENDED FOR APPROVAL:

Acting STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By _____
W. H. Lynch
Division Engineer
U.S. Public Roads Administration

By _____
F. E. Andrews
Principal Highway Engineer

SECRETARY

Oregon Federal Aid Secondary Project No. S-76(1)

RECEIVED
MAY 17 1948
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
S-76(1)
#2787

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O. Box 3900
PORTLAND 8, OREGON

September 5, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-76(1)
Weston Mountain-McDougal Sec.
Weston-Elgin Highway

Dear Sir:

We are forwarding herewith two copies of proposed modification of project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
SEP 8 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 3 1947
FOR FILING

S-76 (1)

August 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the Weston Mountain-McDougal Section, Project No. S-76 (1).

It is our request that a modification of the project agreement be made, increasing the Federal funds as follows:

	Present Authorization of Funds	Revised Authorization of Funds
Federal Aid Funds	$ 78,878.50	$116,450.00
State Funds	108,930.00	71,358.50
	$187,808.50	$187,808.50

Very truly yours,

R. H. Baldock
State Highway Engineer

JHM:lh

Files

RECEIVED
MAR 11 1947
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 10, 1947

S-7L(1)

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	2767	2787	7 Final	E. C. Hall Co.	5,662.51	304897	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

We have on file your acceptance notice covering this contract.

asw

3-11-47 7A

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

RECEIVED
FEB 13 1947
FOR FILING
S-76(1)

February 13, 1947

Maryland Casualty Company
Hansen & Rowland, Inc., Agent
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2787 for work on the Weston Mountain-McDougal Section of the Weston-Elgin Secondary Highway, in Umatilla County, has been completed by the contractor, E.C. Hall Company, and that final payment in the amount of $5,662.51 will be made on or after February 24, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $187,191.87, and that no force account work was performed therein. This contract was completed on October 18, 1946 and accepted by the Commission on October 29, 1946.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

NOTED ON CARD
2-13-47 gl

RECEIVED
JAN 21 1947
FOR FILING

S-76(1)

January 20,1947

Maryland Casualty Co.
Hansen & Rowland,Inc., Agent
406 Title & Trust Bldg.
Portland 4, Oregon

RE: Bond No.52847 - E.C.Hall Co. vs State of Oregon - Contract No.2787, Surfacing and Oiling on the Weston Mountain-McDougal Sec. of the Weston-Elgin Sec. Highway.

Gentlemen:

Your letter to us under date of January 8 in which you acknowledge receipt of our final payment notice to the above contractor, on January 2, 1947, is in error,as this notice was for the semi-final payment.

We would appreciate your acknowledgment of semi-final notice on January 2, 1947, for our record. Thank you.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

H. T. HANSEN, Pres. I. C. ROWLAND, Secy.

HANSEN & ROWLAND INC.

GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND

2787

January 8, 1947

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem,
Oregon

RE: BOND NO. 52847 - E. C. HALL CO. to STATE OF OREGON - Contract No. 2787, Surfacing and Oiling on the Weston Mountain-McDougal Sect. of the Weston-Elgin Sec. Highway.

Gentlemen:

We acknowledge receipt of your letter of January 2nd advising us that the final payment in the amount of $10,854.39 will be made to the E. C. Hall Co. on or after January 13, 1947. We presume, therefore, that it is now known what the total amount earned by the contractor under this contract is and we would appreciate your advices in this regard.

Awaiting your prompt reply, we are,

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

A Van R Schermerhorn

A. Van R. Schermerhorn
Mgr., Surety Bond Dept.

AVRS:eb*

NOTED ON CARD

RECEIVED
JAN 9 1947
OREGON
STATE HIGHWAY COMMISSION

...H Baldock

...uary 20th, 1947

FINAL COST ANALYSIS

...ntract #2787
...eston Mt.-McDougal

S-76(1)

RECEIVED
State Highway Engineer

Grade, Surface and Oil
E. C. Hall Co., Contractors
E. F. Chidsey, Resident Engineer

Prefix S-76 (1)
Weston-Elgin Highway

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Revenue
Clear and Grub	All				$997.75	$2,000.00
Trench Excavation	167.7	Cu. Yd.	$1.13	$2.50	189.27	419.25
General Excavation	71,626.3	" "	0.363	0.50	26,008.13	35,813.15
Short Overhaul	126,527.2	Yd. Sta.	0.145	0.02	1,837.48	2,530.54
Long Overhaul	1,697.1	C-Sta. Yd.	0.29	0.40	493.09	678.84
Finish Roadbed & Slopes	8.0	Mile	465.80	600.00	3,726.41	4,800.00
Rounding Cutbanks	10,110.0	Lin. Ft.	0.116	0.15	1,176.76	1,516.50
12" Corr. Metal Pipe	684.0	" "	1.50	1.90	1,026.72	1,299.60
18" " " "	272.0	" "	2.30	2.50	626.12	680.00
24" " " "	88.0	" "	3.62	3.80	318.12	334.40
30" " " "	148.0	" "	4.52	5.50	669.04	814.00
36" " " "	48.0	" "	6.71	8.00	321.85	384.00
Salvage Culvert Pipe	367.0	" "	0.64	2.00	234.50	734.00
3/4"-0 Cr. Rock in Leveling Course	10,259.0	Cu. Yd.	2.32	1.80	23,804.64	18,466.20
4"-2" Cr. Rock in Base	18,900.0	" "	2.32	1.75	43,846.40	33,075.00
3/4"-0 Cr. Rock in Base and Shoulders	11,750.0	" "	2.32	1.80	27,264.35	21,150.00
Sprinkling	1,382.4	M-Gal.	3.24	3.00	4,483.82	4,147.20
Preparation of Base	8.0	Mile	200.00	200.00	1,600.00	1,600.00
3/4"-0 Cr. Rock in Binder	1,083.0	Cu. Yd.	2.63	3.05	2,848.29	3,303.15
Furnish & Place Aggregates	5,082.0	" "	2.63	3.30	13,365.66	16,770.60
" " " 151-200 Asphalt	440.918	Ton	32.60	32.60	14,373.93	14,373.93
Furn. & Place RC-3 in Binder	147.231	"	32.00	32.00	4,711.39	4,711.39

Item	Quantity	Unit	Unit Cost	U Bid	Total Cost	Revenue
3/4"-½" Cr. Rock in S.P.	972.4	Cu. Yd.	$1.78	$1.75	$1,730.87	$1,701.70
½"-¼" " " " "	1,146.7	" "	1.78	1.75	2,041.13	2,006.73
¼"-0 " " " "	610.0	" "	1.78	1.75	1,085.80	1,067.50
PA #1, Clear S.P. Sites	All				62.65	200.00
PA #2, 3/4"-½" Cr. Rock in S.P.	350.7	Cu. Yd.	1.78	2.25	624.25	789.08
PA #2, ½"-¼" Cr. Rock in S.P.	270.3	" "	1.78	2.25	481.13	608.18
" ", ¼"-0 " " " "	154.7	" "	1.78	2.25	275.37	348.08
PA #3, Extra 4"-2" in Base	3,613.5	" "	2.32	1.75	8,383.32	6,323.63
" ", " 3/4"-0" " "	1,770.00	" "	2.32	1.80	4,106.40	3,186.00
PA #4, 12" Concrete Pipe	81.0	Lin. Ft.	1.11	1.75	89.83	141.75
PA #5, 1½"-3/4" in S.P.	200.3	Cu. Yd.	1.78	1.75	356.59	350.53
" ", 3/4"-½" " "	31.0	" "	1.78	1.75	55.18	54.25
" ", ½"-¼" " "	52.0	" "	1.78	1.75	92.96	91.00
" ", ¼"-0 " "	179.1	" "	1.78	1.75	318.80	313.43
3/4"-0 Reject Material	728.0	" "	0.25	0.25	182.00	182.00
Haul 3/4"-0 Reject Material	1,326.5	Yd. Mi.	0.12	0.12	159.18	159.18
¼"-0 Reject Material	75.5	Cu. Yd.	0.25	0.25	18.88	18.88
					$193,997.06	$199,653.57

Gross Revenue $199,653.57

Total Cost 193,997.06

Net Profit $5,656.51

Net Profit Equals 2.8% of Gross Revenue

Detail of Cost

Labor:

Supervision	$10,056.20	
Labor	59,070.80	
Social Security Taxes	691.27	
State Industrial Accident Taxes	2,073.81	
Unemployment Insurance	2,141.68	
		$74,033.76

Materials:

12" Concrete Pipe	81 lin. ft.	at $0.84	$68.04	
12" Corr. Metal Pipe	684 "	" "	1.16	793.44
12" " " Bands	8 each	"	1.44	11.52
18" " " Pipe	272 lin. ft.	"	1.67	454.24
18" " " Bands	34 each	"	2.44	82.96
24" " " Pipe	88 lin. ft.	"	2.60	228.80
24" " " Bands	16 each	"	3.05	48.80
30" " " Pipe	148 lin. ft.	"	3.24	479.52
30" " " Bands	14 each	"	4.13	57.82
36" " " Pipe	48 lin. ft.	"	5.05	242.40
36" " " Bands	4 each	"	4.82	19.28
				2,486.82

Equipment Rental & Miscellaneous:

Equipment Rental	$43,481.00	
Rented Equipment	16,698.97	
Gas, Oil & Grease	12,446.92	
Explosives	3,582.13	
Lumber	174.50	
Freight & Cartage	4,311.41	
Small Tools & Misc. Supplies	1,427.40	
Bond	1,497.38	
Insurance	395.70	
Home Office & General Overhead 2%	3,799.00	
		87,814.41

Haul and Place Aggregates, Furnish and Place Oil, Work Performed by J. C. Compton	$29,662.07	29,662.07

Total Cost $193,997.06

Breakdown of Crushing and Hauling Costs

Description	Cubic Yards	Total Cost	Unit Cost
Quarry	57,579	$14,551.99	$0.258
Load in Pit	"	10,835.59	0.192
Haul to Crusher	"	6,111.71	0.109
Crush	"	32,027.82	0.569
Haul to Road and Stockpile	50,159.7	40,350.32	0.800
Street Work	46,292.5	15,888.08	0.343
Supervision	57,579	2,896.03	0.051

Crushed Rock in Bunker	$1.179
Haul	0.800
Street Work	0.343
	$2.322

Remarks:

This was a Federal Aid Secondary Project which was bid February 25th, 1946 and awarded March 8th. Work on the project was started May 13th, and finished October 18th, and consisted of the widening, rocking and oiling of 8 miles of highway roadbed.

Equipment used by the contractor for clearing, grading and the production and placing of crushed rock consisted of two 10-cubic yard Tournapulls, three RD-8 tractors and 16-cubic yard carryalls, three D-8 tractors and dozers, one 1-3/4-yard shovel, one 3/4-yard shovel, five 8-cubic yard trucks four 5-cubic yard trucks, three 4-cubic yard trucks, one 315-cubic foot diesel truck-mounted compressor, two No. 12 blades, one 10-ton roller, one mechanical spreader, one grease wagon two pickups, the contractor's large portable crushing plant, electric welder, shop tools and hired trucks as required on all long haul from the plant to the road.

Due to an extremely late spring and wet summer, the contractor had considerable trouble with the excavation. Tournapulls were brought in but after a month's use were discontinued, and the bulk of the material moved with tractors and carryalls. However, the slightly unbalanced bid of $0.50 per cubic yard allowed a substantial profit for this item.

The crushing of the road materials, oiling aggregates and stockpile materials proceeded very slowly. An analysis of the crushing shows 929 hours elapsed time and 631 hours actual working time for the crusher. Of the 298 hours of down time 36 were accountable to weather, 16 to screen changes, 136 to major breakdowns and 110 to minor breakdowns. A total of 57,579 cubic yards of material was produced, an average of 62 cubic yards per elapsed hour and 91 cubic yards per work hour for the plant. The capacity of the plant used considering the sizes of rock produced and the type of the quarry was considered to be from 90 to 100 cubic yards per elapsed hour, with a potential of 150 cubic yards for high runs.

All of the placing of mineral aggregates and oiling was done for the contractor by J. C. Compton at bid prices.

This project was well handled, and the contractor had sufficient key men to properly handle all equipment, but adverse weather and an undue amount of down time for the crushing equipment tended to make crushing and placing costs considerably higher than usual and allowed the contractor only a very small profit.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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JAN 2 1947
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S-16(1)

January 2, 1947

Maryland Casualty Company,
Hansen & Rowland, Inc., Agent
406 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to E. C. Hall Co., on contract No. 2787, covering surfacing and oiling on the Weston Mountain-McDougal Section of the Weston-Elgin Secondary Highway, in Umatilla County. This payment, in the amount of $10,854.39, will be made on or after January 15, 1947. The retained percentage is $5,614.51.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gleisyer
Secretary

gl

NOTED ON CARD
1-2-47 gl

RECEIVED
DEC 26 1946
FOR FILING

S-76-1

December 20, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of December 17 regarding Form BR-47-A on Oregon Project S-76 (1), Western Mountain-Hillcrest Section of the Western-Klein Highway, Contract No. 2787.

The "Total Cost of Project, Roadway," was $202,870.

The "Total Cost of all Construction, Roadway," was $191,370.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

G. H. Probert
Office Engineer

GHP:MH

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DEC 23 1946
FOR FILING

S-7½ (1)

December 20, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of December 17 regarding Form PR-47-A on Oregon Project S-76 (1), Western Mountain-Hollywood Section of the Western-Klgin Highway, Contract No. 2707.

The "Total Cost of Project, Roadway," was $208,870.

The "Total Cost of all Construction,Roadway," was $191,370.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

E. H. Probert
Office Engineer

EHP:EM

MONTANA
OREGON
WASHINGTON

RECEIVED
NOV 27 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S-76(1)

November 21, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement and certificate for Oregon Federal Aid Secondary Project No. S-76(1), Weston Mountain-McDougal Section of the Weston-Elgin Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

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NOV 23 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

State Oregon WASHP. 7132

Federal Aid Secondary Project No. S-76(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of October, 1946

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 12th day of December, 1945, a project statement, which was approved on the 31st day of January, 1946, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [redacted] said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 6th day of February 1946; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of One hundred eight thousand nine hundred thirty and 00/100.

dollars ($108,930.00) as the share of the United States payable under said act on account of [redacted] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State [redacted] (Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between [redacted] and [redacted] at their exception,

length [redacted] miles, in [redacted] County, being Section [redacted] of [redacted] project No. [redacted], consisting of [redacted] miles of roadway and [redacted] bridges, each of more than 20 feet clear span, [redacted] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

16—11379-1

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ..... of said project shall not in any event exceed the sum of One hundred eight thousand nine hundred thirty and 00/100. dollars ($ 108,930.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred eighty-seven thousand eight hundred eight and 50/100 dollars ($ 187,808.50), the approved total estimated cost of Section ..... of said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

The State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of .....

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 329, Laws 1939

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 20th day of November, 1946

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. B. Barnfield
Chairman, State Highway Commission
(Title of officer)

By R. H. Burghduff Jr.
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
Secretary
(Title of officer)

By _____
(Title of officer)

RECOMMENDED FOR APPROVAL:

_____
STATE HIGHWAY ENGINEER

By [redacted]
COMMISSIONER OF PUBLIC ROADS

[redacted]
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11879

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-76(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $87,808.50 as the total estimated cost of said project, and the sum of $ 103,930.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of ~~Washington~~ Portland, Oregon this 20th day of November one thousand nine hundred and forty-six

~~Thomas H. MacDonald,~~
COMMISSIONER OF PUBLIC ROADS

By W. H. Tyler
~~Chief Engineer~~
Division Engineer
U. S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

S-76(1)

November 21, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Project No. S-76(1), Weston - Elgin Highway between Weston and West Forest Boundary, was made by a representative of this office on November 7, 1946.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

~~T. H. Dowers~~
~~District Engineer~~
District Engineer

~~By~~

~~L. A. Canfield~~
~~Assistant Highway Engineer~~

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NOV 22 1946
OREGON
STATE HIGHWAY COMMISSION

Form E-1—SM—7-46

5-76 (1)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

FINAL

No. ~~19~~ 20

For Week Ending October 19, 1946

Section Weston Mt. - McDougal — Kind of work Grading, Surfacing and oiling

Highway Weston - Elgin — Section prefix 130-1022

Contractor E. C. Hall Co. — Contract number 2787

Date of contract March 8, 1946 — Date of completion November 30, 1946

Date work started May 13, 1946 — Estimated date of completion October 18, 1946

Amount of contract . . . . . $ 175,985.00 — Per cent of time elapsed 87 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 190,000.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 12,000.00, ... % — Date project was completed October 18, 1946

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed all work on this contract on Friday of this week. This week he had three men doing final finishing work on culverts, ditches and slopes.

NOTED
FINAL

RECEIVED
OCT 1946
OFFICE OF
CONSTRUCTION ENGINEER

H.W. Lisle

NOTED
E.A. PEASE

Signed E. Hudson

Address LaGrande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	8	8	8	8	
Miles partially completed					
Miles completed	8	8	8	8	
Total estimated quantities	67,000	49,000	2,700	6,400	
Estimated quantities moved or placed to date	73,000	46,000	2,700	6,400	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	weather fair all week.		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

MONTANA
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S-76 (1)

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

October 17, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Mr. Probst
State Highway Engineer

Oregon S-76(1)
Weston Mountain-McDougal Section,
Weston-Elgin Highway.

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature. Please return both copies. After Public Roads execution one will be returned for your files with copy of pertinent Treasury Certificate.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

20c
10/25/46

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OCT 18 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

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S-76(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

October 21, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal, including special provisions, for Oregon project S-76(1), Weston Mountain-McDougal Section, Weston-Elgin Highway.

Very truly yours,

T. M. DAVIS
District Engineer

H A Stoddart

By H. A. STODDART
Senior Highway Engineer

Encl:

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OCT 22 1946
OREGON
STATE HIGHWAY COMMISSION

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OCT 14 1946
FOR FILING

S.76-1
3157

October 10, 1946

Mr. J. C. Compton
P. O. Box 86
McMinnville, Oregon

Dear Sir:

As per your request made to Resident Engineer E. F. Chidsey, I am sending herewith a letter certifying that certain shipments of asphalt were used by you on the Keaton Mountain-McDougal Federal Aid Project.

We hold out no hope to you that this letter will enable you to receive exemption from federal tax on these shipments, as the information given us by the Internal Revenue Department is to the effect that exemption will be granted only on shipments actually consigned to the Oregon State Highway Commission or some other governmental agency.

Very truly yours,

R. H. Baldock
State Highway Engineer

SMP:GS
Encl.

cc to H. G. Smith
Paul Van Scoy
E. F. Chidsey

...ERS
...ANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. S. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. SLAIGHT
SECRETARY

October 10, 1946

TO WHOM IT MAY CONCERN:

This is to certify that the below described shipments of asphalt were used by contractor J. C. Compton on a Federal Aid State Highway Construction Project on the Weston Mountain-McDougal Section of the Weston-Elgin Secondary State Highway in Umatilla County, Oregon, which project is being financed jointly by the State of Oregon and the Federal Government.

Car No.	Shipped From	Date	
UTLX 50326	Zube, Wyo.	9-12-46	RC-3
UTLX 54332	" "	9-11-46	"
UTLX 56198	" "	9-11-46	"
UTLX 62107	Farmers Union Central Exc.	9-14-46	151-200
UTLX 62956	Zube, Wyo.	9-16-46	"
UTLX 60237	" "	9-18-46	"
UTLX 62443	" "	9-18-46	"
UTLX 61483	Laurel, Mont.	9-16-46	"
UTLX 61879	" "	9-17-46	"
UTLX 60936	" "	9-17-46	"
UTLX 61893	" "	9-16-46	"
UTLX 61434	" "	9-27-46	"
UTLX 62345	" "	9-20-46	"
UTLX 13176	" "	9-19-46	"

R. H. Baldock
State Highway Engineer

FORM S-80 3M1 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 8, 1946

#2787
130-10"

RECEIVED
OCT 1946

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Sir:

J. C. Compton has asked that the Highway Department furnish him a letter stating that the asphalt shipped in the following cars was used on a State or Federal project. This letter is necessary in order to receive a refund on his transportation tax.

All of the following cars of asphalt were shipped from the Ohio Oil Company of Lovell, Wyoming to the State of Oregon, care of J. C. Compton, Weston, Oregon. The asphalt shipped in these cars was used on the Weston Mt.-McDougal contract.

Car. No.	Shipped From	Date	
UTLX 50326	Zube, Wyo.	9-12-46	RC-3
UTLX 54331	" "	9-11-46	"
UTLX 56198	" "	9-11-46	"
UTLX 62187	Farmers Union Central Exch.	9-14-46	151-200
UTLX 62936	Zube, Wyo.	9-16-46	"
UTLX 60237	" "	9-18-46	"
UTLX 62443	" "	9-18-46	"
UTLX 61483	Laurel, Mont.	9-18-46	"
UTLX 61870	" "	9-17-46	"
UTLX 60926	" "	9-17-46	"
UTLX 61893	" "	9-18-46	"
UTLX 61434	" "	9-23-46	"
UTLX 62345	" "	9-20-46	"
SHPX 13178	" "	9-19-46	"

Very truly yours,

E. F. Chidsey

E. F. Chidsey
Resident Engineer

EFC/fh
cc Paul Van Scoy

RECEIVED
APR 3 1947
FOR FILING

S-76(1)

September 26, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate on basis for project agreement for the Weston Mountain-Milbrook Section, Project No. S-76 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JVH:JT
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-76 (1)

WESTON MOUNTAIN-McDONNAL SECTION

OF THE WESTON-ELGIN HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 14, 1946

Roadway (Sta. 387+00 to 809+40)

All Required		Clearing and Grubbing		$ 2,000.00
200	cu. yds.	Trench Excavation, Unclassified	$ 2.50	500.00
66,000	cu. yds.	General Excavation, Unclassified	0.50	33,000.00
160,000	yd. stns.	Short Overhaul	0.02	3,200.00
12,000	C-yd.stns.	Long Overhaul	0.40	4,800.00
8.00	miles	Finishing Roadbed and Slopes	600.00	4,800.00
10,000	lin. ft.	Rounding Cutbanks	0.15	1,500.00
700	lin. ft.	12" Corr. Metal Pipe	1.90	1,330.00
470	lin. ft.	18" Corr. Metal Pipe	2.50	1,175.00
130	lin. ft.	24" Corr. Metal Pipe	3.80	494.00
90	lin. ft.	30" Corr. Metal Pipe	5.50	495.00
30	lin. ft.	36" Corr. Metal Pipe	8.00	240.00
200	lin. ft.	Salvaging Culvert Pipe	2.00	400.00
10,500	cu. yds.	3/4" - 0" Crushed Rock in Leveling Course	1.80	18,900.00
18,900	cu. yds.	4" - 2" Rock in Base	1.75	33,075.00
11,750	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.80	21,150.00
1,100	M-gals.	Sprinkling	3.00	3,300.00
8.00	miles	Preparation of Base	200.00	1,600.00
900	cu. yds.	3/4" - 0" Rock in Binder Course	3.05	2,745.00
5,250	cu. yds.	Furnishing and Placing Aggregates	3.30	17,325.00
350	tons	Furnishing and Placing 151-200 Asphalt	32.60	11,410.00
128	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	4,096.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	3,200.00
			Subtotal	$170,733.00
			10% Engr. & Cont.	17,073.50
			Total	$187,808.50
		Length	8.001 miles	
		Cost per mile	$23,473.12	

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

February 6, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-76(1), Weston Mountain - McDougal Section of the Weston - Elgin Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer, and also to conditions enumerated in our letter of January 31, 1946. This is to authorize your advertising for bids.

We have corrected the error in addition on the preliminary estimate to show a total estimated cost for the project of $198,775.50, Federal Secondary Funds as $114,530.00 and State Funds as $84,245.50.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 8 1946
OREGON
STATE HIGHWAY COMMISSION

Division 8

February 6, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-76(1), Weston Mountain - McDougal Section of the Weston - Elgin Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer, and also to conditions enumerated in our letter of January 31, 1946. This is to authorize your advertising for bids.

We have corrected the error in addition on the preliminary estimate to show a total estimated cost for the project of $198,775.50, Federal Secondary Funds as $114,530.00 and State Funds as $84,245.50.

Very truly yours,

T. M. DAVIS
District Engineer.

January 29, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Weston Mountain-McDougal Section, Project No. S-76 (1), which estimate has been revised by the addition of the bid item "Rounding Cutbanks."

Six copies of revised bid proposals are being sent under separate cover.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-76 (1)

WESTON MOUNTAIN-McDOUGAL SECTION

OF THE WESTON-ELGIN HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 29, 1946

Roadway (Sta. 387+00 to 809+40)

All Required		Clearing and Grubbing			$ 3,000.00
200	cu. yds.	Trench Excavation, Unclassified	$ 2.00		400.00
66,000	cu. yds.	General Excavation, Unclassified	.50		33,000.00
160,000	yd. stas.	Short Overhaul	.02		3,200.00
12,000	C-yd.stas.	Long Overhaul	.40		4,800.00
8.00	miles	Finishing Roadbed and Slopes	350.00		2,800.00
10,000	lin. ft.	Rounding Cutbanks	.12		1,200.00
700	lin. ft.	12" Corr. Metal Pipe	2.00		1,400.00
470	lin. ft.	18" Corr. Metal Pipe	3.00		1,410.00
130	lin. ft.	24" Corr. Metal Pipe	4.50		585.00
90	lin. ft.	30" Corr. Metal Pipe	6.50		585.00
30	lin. ft.	36" Corr. Metal Pipe	9.00		270.00
200	lin. ft.	Salvaging Culvert Pipe	1.00		200.00
10,500	cu. yds.	3/4" - 0" Crushed Rock in Leveling Course	2.00		21,000.00
18,900	cu. yds.	4" - 2" Rock in Base	2.00		37,800.00
11,750	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.00		23,500.00
1,100	M-gals.	Sprinkling	2.00		2,200.00
8.00	miles	Preparation of Base	200.00		1,600.00
900	cu. yds.	3/4" - 0" Rock in Binder Course	3.50		3,150.00
5,250	cu. yds.	Furnishing and Placing Aggregates	3.50		18,375.00
350	tons	Furnishing and Placing 151-200 Asphalt	35.00		12,250.00
128	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00		4,480.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00		3,500.00
			Subtotal		$180,705.00
			10% Engr. & Cont.		18,070.50
			Total		~~$216,846.00~~
		Length	8.001 miles		198,775
		Cost per mile	$27,102.36		

Federal Secondary Funds- $118,400.00
State Funds- 98,446.00

$216,846.00

January 23, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 5300
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, and four copies of right of way statement to accompany plans and specifications for the Weston Mountain-McDougal Section, Project No. S-76 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

No landscaping is contemplated for this project for the reason that the volume of traffic served by the road does not in our opinion justify an expenditure for beautification. Rainfall is light and erosion difficulties are not anticipated.

Very truly yours,

O. R. McCullough
Assistant State Highway Engineer

JWM:GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-76 (1)

WESTON MOUNTAIN-McNOULAL SECTION

OF THE WESTON-ELGIN HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 23, 1946

Roadway (Sta. 387+00 to 809+40)

All Required		Clearing and Grubbing			$ 3,000.00
200	cu. yds.	Trench Excavation, Unclassified	$ 2.00		400.00
66,000	cu. yds.	General Excavation, Unclassified	.50		33,000.00
160,000	yd. sta.	Short Overhaul	.02		3,200.00
12,000	C-yd.sta.	Long Overhaul	.40		4,800.00
8.00	miles	Preparation of Base	350.00		2,800.00
700	lin. ft.	12" Corr. Metal Pipe	2.00		1,400.00
470	lin. ft.	18" Corr. Metal Pipe	3.00		1,410.00
130	lin. ft.	24" Corr. Metal Pipe	4.50		585.00
90	lin. ft.	30" Corr. Metal Pipe	6.50		585.00
30	lin. ft.	36" Corr. Metal Pipe	9.00		270.00
200	lin. ft.	Salvaging Culvert Pipe	1.00		200.00
10,500	cu. yds.	3/4" - 0" Crushed Rock in Leveling Course	2.00		21,000.00
18,900	cu. yds.	4" - 2" Rock in Base	2.00		37,800.00
11,750	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.00		23,500.00
1,100	M-gals.	Sprinkling	2.00		2,200.00
8.00	miles	Preparation of Base	200.00		1,600.00
900	cu. yds.	3/4" - 0" Rock in Binder Course	3.50		3,150.00
5,250	cu. yds.	Furnishing and Placing Aggregates	3.50		18,375.00
350	tons	Furnishing and Placing 151-200 Asphalt	35.00		12,250.00
128	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00		4,480.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00		3,500.00
			Subtotal		$179,505.00
			10% Engr. & Cont.		17,950.50
			Total		$197,455.50
		Length	8.001 miles		
		Cost per mile	$24,678.85		

Federal Secondary Funds- $114,530.00
State Funds- 82,929.50

$197,455.50

WESTON MOUNTAIN-McDOUGAL SECTION

PROJECT NO. S-76 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 23, 1946.

RECEIVED
FORM SAE No. 2-3-1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 18, 1946

S-7 G-1

SUBJECT: Weston Mt.-McDougal Camp Contract

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

Owing to your absence today, I phoned Mr. Baldock and obtained approval to lay the final oil seal on the Weston Mt.-McDougal Camp contract with 151-200 asphalt instead of MC-3.

The weather is cold with threatening rain, and there was some danger of getting into emulsion trouble.

While oiling started only today, it was necessary to obtain a decision on this point for the contractor wished to order oil to complete the project.

Very truly yours,

PAUL VAN SCOY
Division Engineer

PVS/fh
cc
cc Mr. H. H. Baldock

RECEIVED
SEP 20 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 5 1946
FOR FILING

S-76-1

August 26, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 3, covering the placing of additional 4" - 2" and 3/4" - 0" rock in base on the Weston Mountain-McDougal Section of the Weston-Elgin Secondary Highway in Umatilla County, Contract No. 2787, in connection with Federal Aid Project No. S-76 (1).

This work is necessary to strengthen the surfacing over sections of weak subgrade.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS

Encl.

RECEIVED
APR 8 1946
FOR FILING

S 76-1

April 8, 1946

E. C. Hall Company
Rte. 6, Box 630
Portland, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2787 which was awarded to you on March 8,1946 by the State Highway Commission, covering regrading, surfacing and oiling on the Weston Mountain-McDougal Section of the Weston-Elgin Secondary Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Sent by Express 4-8-46
Recorded

RECEIVED
MAR 11 1946
FOR FILING

S 76-1

March 11, 1946

E. C. Hall Company
Rte. 6, Box 630
Portland, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2787 which was awarded to you by the State Highway Commission on March 8, 1946, covering regrading, surfacing and oiling on the Weston Mountain-McDougal Section of the Weston-Elgin Secondary Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Sent by express 3-11-46
Receipt

RECEIVED
JUN 18 1946
FOR FILING

S 76-1

#2757

March 8, 1946

E. C. Hall Company
Box 630, Route 6
Portland, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Weston Mountain-McDougal Section of the Weston-Elgin Highway in Umatilla County. This award was based on your low bid of $173,985 submitted on February 25, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
cc - Mr. S. H. Probert
Mr. O. S. Paxson

Sec Confirmed

SFC

SERVICE DESIRED			
		CABLE	
	X	ORDINARY	
LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

File

1207 $

CHECK

ACCOUNTING INFORMATION

AGENDA

TIME FILED
APR 4 1946

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

4:20 p.m.
March 8, 1946

To R. C. Hall Company

Care of or Apt. No. Route 6, Box 630

Street and No.

Place Portland, Oregon

State Highway Commission awarded you today contract for Weston Mountain-McDougal Section of the Weston-Elgin Highway in Umatilla County based on your low bid submitted February 25, 1946. Contract forms follow shortly.

H. B. Gleiayer, Secretary

STATE HIGHWAY COMMISSION

cc

[redacted]

Sender's name and address
(For reference only)

Sender's telephone number

MONTANA
OREGON
WASHINGTON

RECEIVED
MAR 13 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S 76-1

March 8, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your wire of today, we hereby concur in award of contract to E.C. Hall Company, Portland, Oregon, who submitted the low bid on February 25, 1946 for Oregon S-76(1), the Weston Mountain - McDougal section.

Very truly yours,

T. M. Davis
District Engineer

RECEIVED
MAR 12 1946
OREGON
STATE HIGHWAY COMMISSION

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF WESTERN UNION TELEGRAM

SALEM, OREGON, MARCH 8, 1946

Z. M. DAVIS
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD TODAY OF CONTRACT FOR WESTON MOUNTAIN-McDOUGAL

PROTEST TO E. C. HALL CO.

R. H. BALDOCK

WU:TELEGRAM
3:55 PM

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
JUL 19 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

S 76-1

February 20, 1946

RECEIVED
FEB 23 1946
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. McCullough's letter of February 1st inquiring as to the construction to be placed on our letter of January 31st regarding Oregon S-76(1), the Weston Mt. - McDougal Section.

We realize that the figure of 25% above 1940 costs on similar work is probably below your present estimates, however, recent advice has intimated that a percentage of 35 may be permitted. We are awaiting definite instructions on this point.

As to the bids for Federal Aid and Federal Aid Secondary Projects to be opened by the Commissioner on February 25th, we will require an estimate for each project based on 1940 unit prices, if time does not permit, then the 1940 unit prices on all major items in each project may suffice.

This will confirm my telephone conversation of today with Mr. Probert.

Very truly yours,

T. M. Davis
District Engineer

RECEIVED
FOR FILING

February 1, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of January 29th, concerning variations from programs which appear in the P. S. & E. submitted for the Campbell Bridge-Hazeldale Project, S-292 (2), and the Boston-McDougal Project, S-76 (1).

On the Campbell Bridge-Hazeldale Project, the increase in cost was occasioned by a considerable increase in surfacing quantities together with an increase in the estimated unit cost for these quantities. Preliminary estimates of both the quantities and prices were found, on investigation, to be entirely inadequate.

On the Boston-McDougal Project, the change in length was made in an endeavor to bring the cost within the programmed amount. This project is one on which the length is not controlled by field conditions as is frequently the case. We, therefore, thought it best to accept the cost, rather than the length, as the controlling factor.

Very truly yours,

C. B. McCullough
Asst. State Highway Engineer

SHP:GED

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

January 29, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

For Oregon S-202(2), Campbell Br. - Hazeldale Section, we note the old and revised program estimated total cost is $98,000 while the P.S.& E. estimated cost is $131,737.10.

Also S-76(1), Weston - McDougall Section, the length in the P.S.& E. is decreased from the program mileage of 9.36 to 8.001 miles, and the funds also changed.

None of these differences are explained in letters of transmittal of P.S.& E. papers, and we are at a loss to understand why so many discrepancies are showing up in the projects recently submitted, for in most cases we are required to obtain approval of our Washington Office for program change.

We are concerned since it seems probable that we may not be able to clear some of these projects in time for the February bid opening.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 30 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 26 1946
FOR FILING

S-76 (1)

February 8, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Dear Sir:

Pursuant to the request contained in your letter of January 31 concerning the Benton Mountain-McDougal Project, S-76 (1), we are sending herewith an estimate of cost based on 1940 unit prices.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

SHP:GED

RECEIVED
AUG 26 1946
FOR FILING

S-76 (1)

February 8, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Dear Sir:

Pursuant to the request contained in your letter of January 31 concerning the Western Mountain-McDougal Project, S-76 (1), we are sending herewith an estimate of cost based on 1940 unit prices.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

SHP:GED

Oregon State Highway Department

Federal Aid Secondary
Project No. S-76 (1)

WESTON MOUNTAIN-McDOUGAL SECTION

OF THE WESTON-ELGIN HIGHWAY IN UMATILLA COUNTY

(Estimate of cost based on 1940 unit prices.)

Salem, Oregon, February 8, 1946

All Specified		Clearing and Grubbing		$ 2,000.00
200	cu. yds.	Trench Excavation, Unclassified	$ 1.50	300.00
66,000	cu. yds.	General Excavation, Unclassified	0.40	26,400.00
160,000	yd. stas.	Short Overhaul	0.01	1,600.00
12,000	C-yd. stas.	Long Overhaul	0.30	3,600.00
8.00	miles	Finishing Roadbed and Slopes	200.00	1,600.00
10,000	lin. ft.	Rounding Cutbanks	0.10	1,000.00
700	lin. ft.	12-inch Corrugated Metal Pipe	1.50	1,050.00
470	lin. ft.	18-inch Corrugated Metal Pipe	2.50	1,175.00
130	lin. ft.	24-inch Corrugated Metal Pipe	3.50	455.00
90	lin. ft.	30-inch Corrugated Metal Pipe	5.00	450.00
30	lin. ft.	36-inch Corrugated Metal Pipe	7.00	210.00
200	lin. ft.	Salvaging Culvert Pipe	1.00	200.00
10,500	cu. yds.	3/4" - 0" Crushed Rock in Leveling Course	1.45	15,255.00
18,900	cu. yds.	4" - 2" Rock in Base	1.45	27,405.00
11,750	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.45	17,037.50
1,100	M-gals.	Sprinkling	1.50	1,650.00
8.00	miles	Preparation of Base	100.00	800.00
900	cu. yds.	3/4" - 0" Rock in Binder Course	3.00	2,700.00
5,250	cu. yds.	Furnishing and Placing Aggregates	3.00	15,750.00
350	tons	Furnishing and Placing 151-200 Asphalt	25.00	8,750.00
128	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	25.00	3,200.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	25.00	2,500.00
			Total	$135,087.50

February 1, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box #3900
Portland 8, Oregon

Dear Sir:

Are we to construe your letter of January 31st, concerning the Weston-McDougal Project, to mean that, hereafter, contract awards must be referred to Washington for concurrence whenever the low bid exceeds 1940 costs by more than 25 per cent?

As we figure that present costs are considerably more than 25 per cent above 1940 costs, a regulation such as appears to be indicated will mean that practically all of our project awards will have to be delayed while Washington concurrence is being awaited.

We are wondering, also, whether or not we will be expected to submit for each project an estimate based on 1940 conditions, as well as the usual P. S. & E. estimate.

Very truly yours,

C. B. McCullough
Asst. State Highway Engineer

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

January 31, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon S-76(1), the Weston Mountain - McDougal Section of the Weston - Elgin Highway.

On this project the First Federal Aid Secondary Program dated August 28, 1945, showed Total Estimated Cost as $205,000, Federal Aid $126,000 and length 9.36 miles. The description reading "Weston - McDougal (6 miles east of F.A. Route 19 in Weston to McDougal Camp Road)".

On the Revised Secondary Program dated January 19, 1946, the Total Estimated Cost is shown as $205,000, Federal Aid $118,400 and length 9.36.

The P.S.& E. estimate dated January 23, 1946, shows Total Estimated Cost $197,455.00, Federal Aid $114,530 and length 8.001.

The revised estimate dated January 29, 1946 which includes slope rounding, shows a total cost, including the 10% contingent item, of $216,486.00 instead of the correct amount of $198,775.50.

Since there was a reduction in length involving a major change in termini, we requested a change in program to conform to the P.S.& E. estimate dated January 23, 1946. We are now in receipt of advice that the length, estimated cost, and Federal Aid Secondary Funds have been changed in the program to agree with the P.S.& E. estimate dated January 23, i.e. from 9.36 miles, $205,000 and $126,000 respectively, to 8.001 miles, $197,455.50 and $114,530.00 respectively, and approved.

We are also advised that, considering the decrease in project length of the proposed revision, this involves an increase in cost per mile of approximately 13%. The increased costs are a matter of serious

concern, and if the bids exceed 1940 costs for similar work in this State by 25%, then bid tabulations must be submitted to our Washington Office for consideration before concurrence in award can be made.

It is suggested that, as your Mr. Clymer probably has information as to 1940 unit prices for similar work, we be furnished with this data.

No explanation of this change in length was received, and the revised program which was dated only four days before the P.S.& E. estimate, still carries the old length. The proposal states the project starts at 7.33 miles, instead of 6 miles as shown by the program, east of Weston, which indicates a change in termini. We would like to have an explanation of this change before forwarding the P.S.& E. papers.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 1 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 24 1946
FOR FILING

S 76-1

January 23, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, and four copies of right of way statement to accompany plans and specifications for the Weston Mountain-McDougal Section, Project No. S-76 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

No landscaping is contemplated for this project for the reason that the volume of traffic served by the road does not in our opinion justify an expenditure for beautification. Rainfall is light and erosion difficulties are not anticipated.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWN:GS

Encl.

110-1030 Bridge over Coffey Creek
Tiller-Trail Secondary Hwy. 1946

#2788

RECEIVED
JUN 21 1950
FOR FILING

110-1030

3728

June 21, 1950

Mr. J. M. Devers
Chief Counsel

Reply is made to your inquiry of June 20, concerning final payment to C. J. Eldon in connection with his Contract No. 2788 for the construction of the Coffey Creek Bridge.

The reason final payment has not been made is that the State Highway Commission has not formally accepted the job and authorized the payment. The matter was discussed by the Highway Commission at a recent meeting, particularly the penalty to be charged Mr. Eldon for overrunning the specified time limit. The members of the Commission expressed reluctance to relieve Mr. Eldon of the penalty that was previously imposed, however, referred the matter to you to work out a solution, and it was my understanding that you were to report back to the Commission. Subsequent thereto, it was my understanding that you did work out a satisfactory solution, and with that in mind I included the subject as one of the items on the short agenda that the Commission considered when it met here in Salem on June 5. You were present at that meeting when the Astoria ferry matter was under discussion, but you left before the agenda was taken up and did not return until the meeting adjourned. I wanted the Commission to accept the job at that meeting, but they did not do it because they wanted your report, so deferred action until their meeting in July.

The Highway Commission has issued certain instructions with respect to making final payments in connection with contracts, and I try to follow those instructions implicitly. Moreover, as I understand it, the way the law reads the Highway Commission must formally accept a job once it is completed, which in this case the Commission has not done. This matter will be one of the items on the agenda for consideration by the Commission at its meeting on July 10.

Secretary

HBO:ts

cc - Samuel A. Hall

FORM E-80 2M 6-49 22802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

We have a letter from Mr. Kelley who represents C. J. Eldon in connection with his contract which is completed but concerning which final payment has not been made.

Some time ago the Commission approved the withdrawal of the State's claim for reimbursement for engineering costs because of delays. I understood that final payment had then been made. The amount of the final payment is $1,929.19.

What may I say to Mr. Kelley about the delay?

Very truly yours,

J. M. DEVERS

JMD:NH

cc - Samuel A. Hall

ANSWERED
H. B. GLAISYER

RECEIVED
JUN 17 1950
FOR FILING

Files

110-1030

OREGON STATE HIGHWAY COMMISSION

May 31, 1950
(Date)

8288 (Contract No.) | 1-final (Est. No.) | C. J. Elden (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
8215	375093	1,929.19	5/29/50

~~Patent~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

~~Specified completion date:~~

ACCOUNTING DIVISION

~~Completed:~~

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

NOTED ON CARD
7-14-50

* Warrant Mailed: JUL 14 1950
saw

* I forwarded this warrant to Sam Hall in our Legal Dept who will forward to Elden's atty together with stipulation mentioned in his letter of May 9, 1950, to Mr. Hawke
Wick

OREGON STATE HIGHWAY COMMISSION

May 31, 1950
(Date)

(Contract No.)	(Est. No.)	(Contractor)	
[illegible]	Z-final	C. J. Elder	
Vou. No:	Warrant No:	Amt: $	Date:
8215	375093	1,929.19	5/29/50

Dated

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Oct. 31, 1946

ACCOUNTING DIVISION

Completed: Nov. 24, 1947

Contract Accepted: [illegible] July 11, 1950

Time Extensions: Extended to Nov. 24, 1947 with engineering after 7-31-47 plus $385.59 for repairs to old bridge assessed as penalty, WAIVED later.

Penalties: As above

Claims: None of Record

Remarks:

Date: July 13, 1950

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
OCT 10 1950
FOR FILING
FORM E-00 30M 9-49 54008

110-1030
788

110-1030

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 29, 1950

Cross Referenced To:
Court
Contracts
Gen

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

I am in receipt of your letter dated May 18, 1950, wherein you informed me that you have approved the final estimate to C. J. Eldon for the Coffey Creek Bridge project in Douglas County and wherein you request that I provide you with a detailed procedure relative to the granting of "time extensions" to our contractors. This request comes from you as a result of a conversation between the writer and Mr. Paxson regarding the granting of "time extensions" to the contractor on the aforementioned project.

I shall give you my views regarding the procedure which I think should be followed in the granting of "time extensions", but I first wish to say that the procedure followed by Mr. Paxson in carrying out the three extensions which the Commission granted to Eldon on that project was not the sole reason we had for settling that case, although it was an important reason. In effecting those three extensions Mr. Paxson followed the procedure which was known to him. It was not the writer's intention to convey to Mr. Paxson in the aforementioned conversation the idea that Mr. Paxson, or any other person in particular, should bear the responsibility for the manner in which these extensions were given.

In determining that this case should be settled rather than tried out in court we considered what would be to the best interest of the State. The writer is fully satisfied that we would have lost this case in court and we would have gained nothing with Eldon so far as the matter of principle is concerned. The writer does not know Eldon, but from the record holds no sympathy for him. However, the writer has measured what the chances were of winning a good many lawsuits, and this was one which he considered would have been a loss for the State, even on the matter of principle, for as the case stood when it was set down for trial the writer could not see how we could avoid Eldon's getting a judgment in excess of the offer of compromise settlement proposed by Eldon's attorney. A money judgment in favor of Eldon in excess of our demands would have been a loss of the principle which we desired to assert against him, and this speaks nothing of the cost to which the State would have been put in going to trial on the case. This does not mean that the writer advocates the sacrificing of principle merely to avoid payment of the costs necessary to establish principle, but rather that such costs should not be incurred if the principle cannot be established.

There were other circumstances in this case besides the procedure followed in granting the extensions that rendered this case one on the loss side of the ledger.

With respect to a procedure to be followed in the granting of "time extensions" the writer has the following to say:

The granting of a "time extension" is a modification of the existing contract, or, more strictly speaking, it is the making of a new contract to the extent that the terms of the extension are inconsistent with the terms of the original contract. Therefore, the necessary elements of a contract must be present in the terms of the extension. There must be a consideration for the extension and there must be a meeting of the minds between the contracting parties. The modification should be in writing, signed by all the parties to the original contract, and affixed to the original contract which it modifies.

The terms of the modification should be specific and unambiguous so as to avoid the contractor's subsequently asserting that he did not agree to the conditions which we sought to impose upon him for the granting of the extension. For this reason the writer does not believe that a printed form can satisfactorily serve our purposes in the granting of extensions. A true, specific, and unambiguous expression of the parties' intentions cannot in most cases be crowded into the blank spaces which the use of printed forms requires. The modification should be a typewritten instrument which fully and completely sets forth the intentions of the parties.

In view of what has been said, the writer recommends that we adopt the following procedure regarding the granting of "time extensions":

1. Contractors should be permitted to continue to make their requests for "time extensions" in the same manner as they have heretofore.

2. When the contractor's request for a "time extension" has been received by the Highway Department, a determination should be made of the conditions, if any, which the Commission will impose upon the contractor for the granting of an extension.

3. The terms under which the Commission may be willing to grant an extension should be given to the Chief Counsel and he in turn should prepare a "formal" written modification of the original contract, to be signed by all the parties to the original contract.

4. This "formal" written modification, when completed by the Chief Counsel, should be forwarded through the appropriate channels to the contractor and his surety for the obtaining of their respective signatures. The contractor

should, after it has been executed by him and his surety, return it to the Secretary of the Commission or other appropriate officer.

5. The Secretary, or other appropriate officer, should, upon receipt of the "formal" modification executed by the contractor and his surety, present it to the Chief Counsel for his approval of the contractor's and surety's manner of executing the same.

6. Upon the Chief Counsel's approval of the contractor's and surety's signatures thereon the Secretary, or other appropriate officer, should present the original and the necessary number of copies to the Commission for signature.

7. After the "formal" modification has been duly executed by all the parties to the original contract, the original of such modification should be permanently affixed to the original contract. One duly executed copy of the "formal" modification should be forwarded to the contractor and one like copy to the surety.

Under this proposed procedure the printed forms which are now used by contractors for requesting extensions and which are used by us for recommending extensions may continue to be used for those purposes, but the actual granting of an extension, a "formal" modification, should be a typewritten instrument drawn to fit the circumstances of each particular case.

We will appreciate any comments which you may desire to make regarding the procedure hereby proposed by the writer for the granting of "time extensions".

Very truly yours,

J. M. DEVERS

By Samuel A. Hall
SAMUEL A. HALL
Assistant Counsel

SAH:AWP
cc Mr. G. S. Paxson

RECEIVED
MAY 22 1950
FOR FILING

Salem, Oregon
May 18, 1950

Mr. J. M. Devers

We have just passed for payment the revised final estimate to C. J. Elden for the Coffey Creek project in Douglas County. I note that this excuses Mr. Elden from all engineering penalties in the three time extensions granted him, as well as for the cost of the repairs which we made to the old bridge.

Mr. Paxson discussed the matter with Mr. Hall, and he told Paxson that it was due to lack of proper preparation on Paxson's part that it had been found advisable to excuse Mr. Elden from these engineering penalties. In order that this condition may not occur on any future jobs, I am asking that you furnish me with a detailed procedure to follow in all cases of time extensions, so that I may advise both Mr. Paxson and Mr. Smith of the correct legal procedures.

R. H. Baldock

RHB:hi
cc C. S. Paxson
H. G. Smith
S. H. Probert

RECEIVED
MAY 13 1950
FOR FILING

110-1030

2788

May 17, 1950

Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2788, covering construction of bridge over Coffey Creek on the Tiller Trail Secondary Highway in Douglas County, has been completed by the contractor, C. J. Elden, and that revised final payment in the amount of $1,929.19 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $15,102.02, and that no force account work was performed on the project. This contract was completed November 24, 1947 but has not as yet been accepted by the Commission.

We are sending you this notice as you appear as surety for the contractor on the bond furnished by him on this job. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD
5-17-50 JF

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

M. H. HAWKE
AUDITOR

H. B. GLAISYER
SECRETARY

April 27, 1950

L 1602

Mr. Ben R. Chandler, Chairman
State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Chas. H. Reynolds
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver
State Highway Commissioner
225 S. W. Broadway
Portland 5, Oregon

Gentlemen:

Re: C. J. Eldon v. State Highway Commission

During the last Commission meeting held in Portland April 24 and 25 you authorized me to determine whether or not the above-entitled law action should be settled without a trial on its merits and if I should determine that it would be to the interest of the State to so settle it that I proceed accordingly.

I realize that this particular contractor has been a source of trouble to the Commission for a long time and I feel that the Commission should stand on its rights against him in every instance. I do not feel, however, that this law action is one which warrants the Commission in going to trial, for the facts are not such as place us in an unimpaired position. Therefore, under the authority which you gave me, I am proceeding to settle it without trial, and I shall set forth herein my reasons for this decision.

This is an action at law arising out of a contract between C. J. Eldon and the Commission for the construction of a new bridge across Coffey Creek on the Tiller-Trail Highway in Douglas County. This contract was awarded March 12, 1946, to be completed by October 31, 1946.

Eldon was given three extensions of time within which to complete the bridge. The first extension was from October 31, 1946, to July 31, 1947. This extension was given with no penalty attached. During this extension and on or about February 7, 1947, it appears that "some emergency maintenance"

was necessary on the old bridge crossing Coffey Creek. At this time Eldon had not commenced work on the new bridge. The work on the old bridge was authorized to be performed by state forces "as the major portion of it is in the nature of an emergency, with some responsibility on the part of the Highway Commission, regardless of the fact the structure is under contract and the further fact that no work has been started to date by the contractor." (Quotes were taken from letter of W. W. Stiffler, Assistant Maintenance Engineer, to K. D. Lytle, Division Engineer, February 7, 1947.)

The second extension was from July 31, 1947, to September 30,1947. That extension purported to contain a condition requiring Eldon to bear the cost of the repairs made by the Highway Department to the old bridge during the first extension. Eldon did not complete the job during this second extension, but it was completed on or about November 24, 1947.

Thereafter the Highway Department requested Eldon to apply for a third extension of time so as to keep the contract within his performance bond. Eldon did not apply for this third extension until January 13, 1949. Upon receipt of his application for the third extension the time for completion was extended from October 1, 1947 to November 24, 1947, upon the condition that engineering costs which we incurred from July 31, 1947, to the date of completion be paid by Eldon in the amount of $365.29.

Under the contract Eldon was entitled to salvage all the materials in the old bridge. Eldon contends that he salvaged 26,000 board feet of lumber from the old structure.

Upon completion of the bridge a final estimate of the work was made and it was determined that the amount of $14,728.40 had been earned under the contract, of which sum the State had already paid $13,172.83 to Eldon, leaving an unpaid balance of $1,555.57. The Highway Department prepared a voucher in the latter amount and forwarded it to Eldon for signature. Eldon signed and returned that voucher, but after that voucher had been mailed to Eldon it was decided by the Highway Department that there should have been deducted therefrom $385.59 for repair of the old bridge made during the first extension and the aforementioned sum of $365.29 as engineering costs incurred by the Department. The Highway Department then forwarded to Eldon a "corrected voucher" but Eldon refused to sign it. Therefore the Highway Department made no payment to Eldon.

Later Eldon filed an action in the Circuit Court of Multnomah County based upon the contract, in which he presented two causes of action, the first one in the amount of $1,555.57 based upon the sum due under the contract in accordance with the final estimate. In the second cause of action he alleged that he had salvaged 26,000 board feet of lumber, worth $60.00 per thousand, and that the State without his knowledge or permission took that lumber and used it for its own purposes, to his damage in the amount of $1,560.00. In this action Eldon prayed for relief against the State in the total amount of $3,115.57, plus interest at the rate of six per cent per annum from December 9, 1947.

There is a definite difference of opinion between our engineers and Eldon with respect to the matter of what became of Eldon's salvaged lumber, but our engineers admit that they took 6227 feet of such lumber. We have information that Eldon sold some 3000 feet of this lumber to Mr. Lillebo of Reedsport. We have further information that some of this lumber was washed away by flood waters, but we cannot get around the fact that we admit having taken 6227 feet, which amount I understand is an estimate only.

In our answer to Eldon's complaint we attempt to set off against his claim on the final estimate the cost of repairing the old bridge made during the first extension in the amount of $385.59 and the further sum of $365.29, engineering costs. We admit taking 6227 feet of lumber at $60.00 per thousand and pray that Eldon be allowed to recover no more that $1,178.31.

From our preliminary investigation of this matter we find that it would be necessary to have four witnesses from Grants Pass who are not employes of the Highway Commission and one witness from Reedsport who is not an employe of the Highway Commission. In view of the fact that these witnesses are more than 100 miles from the place of trial, it would be necessary under the law to pay them double witness fees and double mileage from their respective places of residence to Portland. We estimate that the expense which would be incurred in making these witnesses available for trial would be $268.00. In addition to that expense, it would be necessary to have several of our key engineers in attendance at the trial. The time which would be consumed in having these engineers away from their regular duties would entail a further and considerable expense by way of salaries, traveling expenses, et.

Mr. John Kelley, attorney for Eldon, after discussing the matter with Mr. Hall of my staff, stated that he would recommend to Eldon that this matter be settled by stipulation for $1,929.19, which would include Eldon's claim against us for appropriating his lumber, which sum when broken down is as follows: final estimate on contract, $1,555.57; lumber, $373.62.

In view of the circumstances under which Eldon received the extensions for performing his contract, I cannot tell you that a court would permit us to offset the cost of repairing the old bridge and the engineering costs against Eldon's claim on the final estimate. As regards the lumber, we have admitted taking 6227 feet, which is the least amount that a jury could find we had taken.

While I strongly feel, as I have said before, that the Commission should stand upon its rights against Eldon in all of his transactions with the Commission, I feel that it would be to the Commission's interest to settle this case for the reason that the factual circumstances involved by no means lead me to believe that a trial of this case would place Eldon in the position of understanding that the Commission can and will assert its rights against him and prevail upon such assertions. In all fairness to you I must say that there have been absolutely hopeless cases which have been won in a trial, but such cases are indeed a rare exception. The general rule is that cases are not won by a brillant display of the lawyer's courtroom oratory but rather are won because the factual circumstances and also the law are in his favor. I do not

believe that the factual circumstances in this case would give us a fair possibility of winning it so as to make Eldon realize that the Commission had asserted its rights and prevailed against him.

On the other hand, the circumstances being such as they are, it is wholly possible that Eldon could recover a judgment against the Commission considerably in excess of the sum which his attorney proposes as a basis of settlement.

Under the circumstances I will proceed to settle this matter on that basis. If Mr. Eldon should not follow the advice of his attorney and not make a reasonable settlement I will proceed to try the case and expend every effort to defeat Eldon's contentions not admitted by us, although I feel that such a defeat in our favor is but a mere possibility.

I have written you this letter because I know you are particularly concerned about the conduct of this particular contractor. It would be my recommendation that the Highway Department keep a particularly close account of this contractor in any further business which he has with the Commission and assert every right at the time that right accrues without showing him any unjustified leniency and without permitting factual circumstances to arise which would later impair the Commission's position in asserting its rights against him.

I wish, also, to call to your attention that the extension of time in which to complete a job under any of our contracts is a modification of the terms of such contract. These modifications, when effected, become a part of the contract as much as any other part contained in the original contract. Therefore, the extension should be prepared with care equal to that taken in the preparation of the original contract. I recommend to you that whenever a contractor in the future requests an extension of time within which to perform his contract the extension be reduced to an appropriate writing (not an exchange of letters, etc.) setting forth precisely the terms of the extension, and that the contractor and his surety be required to execute such writing.

Yours very truly,

J. M. DEVERS

SAH:AWP

RECEIVED
NOV 23 1949
FOR FILING

C Files

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

110-1030

2788

November 22, 1949

General Casualty Company of America
4347 Brooklyn Avenue
Seattle 5, Washington

NOTED
H. B. GLAISYER

NOTED
E. QUER.

Gentlemen:

In response to your request I enclose a report made by the Secretary to the Oregon State Highway Commission of the status of Contract No. 2788 between the State of Oregon and C. J. Eldon, as contractor. This contract is protected by bond No. 111411.

The work has been completed but final payment has not been made for the reason that there are some matters in controversy between Mr. Eldon and the Highway Commission. Mr. Eldon is now suing the State in connection with this contract. The items in difference consist of engineering costs which the State charged Mr. Eldon because of his failure to complete the contract within the contract time or within the period covered by some extensions. There is also involved a claim by Eldon for lumber which he says the State used, and the State denies such claim. The State has offered to pay for the lumber used, but has refused to pay for lumber it did not use.

The State also has a claim against Mr. Eldon for cost which the State incurred in repairing the old bridge which became unsafe because of the long delay in the completion of Mr. Eldon's work.

Very truly yours,

J. M. DEVERS

JMD:MH

cc - H. B. Glaisyer

NOTED ON CARD
11-22-49

REFERRED TO
BY SECRETARY

RECEIVED
SEP 12 1949
FOR FILING

110-1030
2788

File

Salem, Oregon
September 8, 1949

1370 Mr. J. M. Devers

In reference to the controversy with C. J. Eldon, relative to the Coffey Creek Bridge, Contract No. 2788, I give you the following information:

Engineering costs totaling $365.29 have been assessed against Mr. Eldon in line with the Highway Commission's action at a meeting on August 26, 1947. At that time the Commission granted to Mr. Eldon a second extension of time, from July 31, 1947 to September 30, 1947. Mr. Eldon had previously been granted an extension of time from the original completion date of October 31, 1946 to July 31, 1947, without penalty. I attach hereto a detailed statement of the engineering costs incurred between July 31, 1947 and September 30, 1947.

The Highway Commission also required that Mr. Eldon be assessed costs of repairing the Coffey Creek Bridge by State Forces in February of 1947, amounting to $385.59. Mr. Eldon objects to payment of this claim on the basis that he had been granted an extension of time, without penalty, until July 31, 1947, and the repair work on the bridge, having been performed in February of 1947, was considerably in advance of the time extended.

In an effort to effect a settlement with Mr. Eldon, it is my recommendation that we waive the claim for bridge repairs on the basis that Mr. Eldon could not secure materials in time to complete the project by February, 1947, and thence should not be held liable for bridge repairs. There, however, was no reason that he should not have completed this project by July of 1947, and I know of no reason why he should be absolved of the payment of the additional engineering costs incurred between July 31 and September 30, 1947.

If you concur in the above, please advise me immediately, so that I can arrange to have the matter placed on the agenda of the next meeting so the Commission may make its decision in the matter. Mr. Eldon, as you know, has filed suit against the Commission relative to this matter.

W. C. Williams

WCW:mo
Encl.

cc Mr. R. H. Baldock
Mr. D. S. Parsons

Excess engineering on account of overrun in time in completing work on Contract No. 2788. Penalty as authorized by Highway Commission at meeting of August 26, 1947.

LABOR

COPY

George C. Baker, resident engineer at $280.00 mo. 8/1/47 - 8 hrs., 8/2/47 - 8 hrs., 8/6/47 - 4 hrs., 8/8/47 - 4 hrs., 8/12/47 - 4 hrs., 8/14/47 - 4 hrs., 8/13/47 - 4 hrs., 8/22/47 - 8 hrs., 8/26/47 - 4 hrs., 8/29/47 - 4 hrs.

Total 52 hrs. at 280/173 per hour $ 84.24

George C. Baker, Resident engineer at $294.00 per mo. 9/4/47 - 4 hrs., 9/8/47 - 4 hrs., 9/10/47 - 4 hrs., 9/12/47 4 hrs., 9/15/47 - 4 hrs., 9/19/47 - 4 hrs., 9/22/47 - 4 hrs., 9/24/47 4 hrs. 10/9/47 - 4 hrs., 10/10/47 - 8 hrs., 11/20/47 - 4 hrs., 11/25/47 - 4 hrs., 11/28/47 - 8 hrs.

Total 60 hrs. at 294/173 per hour 102.00

R. D. Asburry, Transitman at $278.00 mo. 8/12/47 - 4 hrs., 8/25/47 - 4 hrs., 9/30/47 - 8 hrs., 11/28/47 - 8 hrs.

Total 24 hrs. at 278/173 per hour 38.64

D. R. King, Computor at $220.00 mo. 8/1/47 - 8 hrs., 8/25/47 -4 hrs.

Total 12 hrs. at 220/173 per hour 15.24

R. E. Card, Computor at $220.00 mo. 8/12/47 - 4 hrs.

Total 4 hrs. at 220/173 per hour 5.08

K. M. Lawrence, Head chainman at $210.00 mo. 8/12/47 - 4 hrs.

Total 4 hrs. at 210/173 per hour 4.84

L. L. Baton, chairman at $165.00 mo. 8/12/47 - 4 hrs.

Total 4 hrs. at 165/173 per hour 3.80

F. P. Fuchs, Office assistant at $210.00 mo. 9/22/47 - 4 hrs., 9/26/47 - 4 hrs., 9/30/47 - 4 hrs., 11/28/47 - 4 hrs.

Total 16 hrs. at 210/173 per hour 19.36

E. A. Dubell, Checker at $197.00 mo. 8/1/47 - 8 hrs., 8/12/47 - 4 hrs.

Total 12 hrs. at 197/173 per hour $ 13.68

A. Jackson, Chairman at $197.00 mo. 8/1/47 - 8 hrs.

Total 8 hrs. at 197/173 per hour 9.12

Subtotal wages $296.00

Industrial Insurance at 0.60 per $100 - 40%	1.07	
Vacation and Sick Leave at 0.046%	13.62	
Retirement at elected rates	$14.69	14.69
Subtotal labor		$310.69

EQUIPMENT

Mileage on Ford Sedan
10 trips at 42.0 mi. = 420.0 mi. at .05 - $21.00

Mileage on Chevrolet Sedan
15 trips at 42.0 mi. = 630.0 mi. at .05 - $31.50

Mileage on Willy's Station Wagon
1 trip at 42.0 mi. = 42.0 mi. at .05 - $ 2.10

54.60 54.60

Total $365.29

STATEMENT OF COSTS COVERING EMERGENCY REPAIRS TO COFFEY CREEK BRIDGE

COPY

ON TILLER-TRAIL Secondary Highway. Bridge is under contract to be rebuilt, Contract number 2788. C. J. Eldon, 3101 N. Columbia Blvd. Portland 3, Oregon. To be charged to contractor per Highway Commission minutes dated August 26, 1947.

Work done Feb. 8 and 28, 1947

Labor:

1 Foreman	4 shifts at $255.00 mo.	40.80		
2 Bridgemen	56 hrs. at 1.04	58.24		
1 Asst. Rigger	32 hrs. at 1.10	35.20		
1 Asst. Carpenter	32 hrs. at 1.10	35.20		
		169.44		
Ind. Ins. 6.60 (11-40%)		11.18		
Vac. & S.L.	7.5%	12.71		
Retirement	5%	8.47		
Per Diem		27.00		$228.80

Materials:

1 pcs.	8x17-26' S1S-2E	Select Struct.	69.50 M	20.50		
3 "	4x12-16' Rough	#2 Com.	50.00	9.60		
3 "	4x12-16' "	#1 "	55.00	10.56		
2 "	4x12-16' "	Select Merc.	59.00	7.55		
12 "	4x12-16' "	Select Struct.	64.00	49.15		
				97.36	107.10	
		Plus 10% handling		9.74		

Equipment Rentals:

1 truck	2 shifts at $2.10	4.20	
1 pickup	2 shifts at 1.30	2.60	6.80

Supplies:

Gasoline	49 gallons	7.64	
Oil	2 quarts	.20	7.84
	Total		$350.54
	Plus 10% overhead and supervision		35.05
	GRAND TOTAL		$385.59

Statement of Cost of Lumber Belonging to Contractor Removed from Bridge Site by State Maintenance Crews.

10 pcs.	10x10 - 20'	1667
10 pcs.	10x12 - 20'	2000
16 pcs.	6x16 - 20'	2560
		6227 B. Ft.

6227 B Ft. at Agreed price of $60.00 per M = $373.62 due contractor.

Payment to contractor authorized by W. C. Williams letter 11/23/48.

FORM S-60 REV 1-60 20K83

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 6, 1949

SUBJECT: Coffey Creek Bridge

To: Mr. J. M. Devers
Chief Counsel
O f f i c e

Dear Sir:

I am attaching hereto an itemized statement showing the engineering costs on the Coffey Creek Bridge subsequent to July 31, 1947, which is the date of the expiration of the first time extension. The second time extension granted by the Commission directed that the engineering costs, subsequent to July 31, 1947, be assessed against Mr. Eldon, the contractor.

I am also attaching a detailed account of the costs incurred by the State in patching up the old Coffey Creek Bridge so that it would be safe for travel, and also a statement of the lumber taken by our maintenance crew, for which we offered to pay Mr. Eldon.

The detailed history of this project is given in Mr. Paxson's letter to me dated March 30, 1949, of which you have a copy.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

Attached

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Aug. 23, 1949

Mr. John H. Kelley, Attorney
Yeon Building
Portland, Oregon

Dear Mr. Kelley: Re: Eldon v. Banfield, et al

Replying to your letter of the 18th concerning the above matter, may I say that it is my understanding that the offer of settlement which you have made will be submitted to the Commission, but it will be recommended by the Engineering Staff that the engineering charge be deducted from final settlement.

The Commission will be in session the 19th and 20th of September, and at that time this matter will be submitted.

Yours very truly,

J. M. DEVERS

JMD:FRC

cc- Mr. W. C. Williams

STATE HIGHWAY COMMISSION
SALEM
OREGON

CHAS. H. HEATHORN, MEMBER
COOS BAY
BEN. F. CHANDLER, CHAIRMAN
PORTLAND
I. H. BANFIELD, MEMBER
COMMISSIONER

ASSIGNMENT No. 1370

DESCRIPTION: Letter by Mr. De[illegible]s 8-18-49 and attached copy 2 wc
of letter by Mr. Devers to Mr. John H. Kelley re Eldon controversy

DATE: 8-30-49 ASSIGNED TO: Paxson

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☒ Please give me breakdown of Eng. costs assessed against Eldon. MCW

REPORT RECEIVED: 9-6-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

...40 C-123 10M 8-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
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CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Aug. 18, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

NOTED
G.S.PAXSON

Dear Mr. Williams:

I am sending you a copy of my reply to Mr. Kelley's letter which I received this morning and which has to do with the Eldon controversy.

I wish you would give me the purpose upon which our claim for engineering costs is predicated, for if we are forced into Court, it will be necessary for us to show that we have actually sustained that cost or expenditure. So, I'll appreciate it if you will tell me just what grounds we have for that claim.

Yours very truly,

J. M. DEVERS

JMD:FRC

RECEIVED

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

Aug. 18, 1949

Mr. John H. Kelley
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Kelley: Eldon v. Banfield, et al.

I have just received and read your letter in answer to mine of a previous date, concerning the above matter.

I am a bit disappointed, for I thought that Mr. Eldon would accept the offer which I said that I would recommend to the Commission. I intend in the meantime to check into the engineering costs, and if they can be sustained, I must say in all frankness to you, that I will not be able to recommend to the Commission a settlement which will eliminate the item of engineering costs.

I shall keep in touch with you and cooperate to the fullest extent possible in keeping with my obligation to the State Highway Commission.

Yours very truly,

J. M. DEVERS

JMD:FRC

cc- Mr. W. C. Williams

FORM E-90 2SM 1-49 29069

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Sir:

You will recall that we have a matter in controversy with Mr. Eldon which involves the Coffee Creek Bridge contract No. 2788. Mr. Eldon's attorney, Mr. Kelley, has been pressing Eldon's demands and I have tried to tell these people that I can not go along with them on what they say or claim. Mr. Kelley has now written again and asks that this matter be brought to a head.

I would like to have a conference with you on this Monday if possible.

Very truly yours,

J. M. DEVERS

JMD:NH

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FOR FILING

110-1030

2778

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 13, 1949

SUBJECT: Coffey Creek Bridge

To: Mr. K. D. Little, Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

We have not been able to make a final settlement with C. J. Eldon on the Coffey Creek Bridge contract. The principal obstacle is Mr. Eldon's claim for lumber, which he says was taken by our maintenance crew from the bridge site, after the completion of the bridge. I am attaching copies of several letters concerning the matter, and would ask that you investigate it further with Mr. Krueger and with the bridge crew which picked up the few pieces mentioned in Mr. Krueger's letter of July 19, 1948.

Since Mr. Badingfield has left our employ and is not available to testify in the matter, I would suggest that a sworn statement from the truck driver, if he is still with us, or from some other member of the crew who had knowledge of the affair, be secured, setting forth his best remembrance of the amount of lumber which was actually taken from the bridge and any circumstances which he may have observed which would give a clue as to the disposal of the remaining material.

Please furnish this information as soon as practicable, as Mr. Eldon's attorney advises that he is filing suit against us in this connection.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

cc J. M. Devers
R. H. Baldock

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 23, 1948

C
O
P
Y

Mr. John H. Kelley
Attorney
Yeon Building
Portland 4, Oregon

Dear Sir:

Re: Coffey Creek Bridge, Contract No. 2788
C. J. Eldon, Contractor

Reference is made to your letter of November 17 concerning the status of the final estimate on the Coffey Creek Bridge.

This contract was awarded to C. J. Eldon on March 12, 1946, and was to have been completed on or before October 31, 1946. For one reason or another, the work on this small job dragged along and was not completed until November 24, 1947.

The State Highway Commission extended the completion date from October 31, 1946 to July 31, 1947 without assessing any penalty against the contractor. The work was not completed by this July date, and the State Highway Commission at its meeting on August 26, 1947, again extended the time, to and including September 30, 1947, subject, however, to the contractor reimbursing the State for expenses to which it had been put in keeping the old bridge safe for travel during the additional time required by the contractor, and an additional amount representing the extra cost to the State for engineering incurred subsequent to July 31, 1947, the previously extended time limit.

This project was not completed within the second time extension, and on December 12, 1947 a letter was sent to Mr. Eldon requesting that he apply for a third time extension covering the period from October 1, 1947 to November 24, 1947. No reply was ever received from Mr. Eldon to this letter, and the final estimate has been retained until this matter of time extension is cleared up.

The cost to the State in repairing the old bridge totaled $385.59, and represents the work done by one of our bridge maintenance crews in February of 1947. The extra engineering costs to the State incurred subsequent to July 31, 1947 amounts to $365.29. The total additional cost to the State, due to the delay on the part of the contractor,

is $750.88. This amount will be deducted from the final estimate, which will be presented to Mr. Eldon when he has made his application for time extension and the Commission has acted upon it.

We have been endeavoring to ascertain the facts concerning Mr. Eldon's claim for lumber. Our specifications provide that the contractor shall remove all supplies, equipment, and other material from the site on the completion of the work. It appears that Mr. Eldon left a considerable amount of lumber on our right of way at the bridge site. Some time after the bridge had been completed, one of our maintenance crews observed some of this lumber on the site, and also observed that a truck, which apparently was locally owned and did not belong to any recognized contractor, was hauling some of this material away. It also appeared that a considerable amount of the material which had been piled on the creek bed had been taken out by high water in the creek.

Our maintenance crew picked up a small amount of lumber from the bridge site, in detail as follows: 10-10"x10" x 20'; 10-10" x12" x 20'; and 16 stringers 6" x 16" x 20'; totaling 6,227 board feet. While under our specifications the contractor may possibly have abandoned this material, we are willin to allow him a reasonable value for the material which was used by our crew and will accept his estimated price of $60 per thousand for this lumber. This will amount to $373.62, which we can credit to Mr. Eldon.

It would be appreciated if you would take this up with Mr. Eldon and see that his application for time extension is sent to this office.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson
cc J. M. Devers

FORM S-60 1M 8-40 20053

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Coquille, Oregon
July 19, 1948

SUBJECT:

To: Mr. K. D. Lytle
Division Engineer
Oregon State Highway Dept.
Roseburg, Oregon

Dear Sir:

As per your request of June 11, 1948 relative to lumber taken by our bridge crew from Coffee Creek Bridge site, Mr. Stevenson, bridge foreman, has sent me a report as to the amount of timber taken by that bridge crew. Mr. Stevenson has obtained this information from the truck driver, Mr. Ashmore. Mr. Ashmore was driving truck for Mr. Bedingfield at that time.

10 only	10x10 - 20'	Average Length
10 only	10x12 - 20'	Average Length
16 only	Old Stringers	6 x 16 - 20' Average Length

(The ten 10x12's could have been 12x12's - unable to get accurate information)

Mr. Stevenson told me last week that there were several stringers piled up in the creek bed when they were working on Coffee Creek bridge adjusting grade. I remember Mr. Bedingfield telling me that the high water took out all the timbers that were stacked in the creek bed.

Very truly yours,

W. G. Krueger
Bridge Supt.

cc: F. W. Stevenson

TO: Mr. Stephenson

A copy of this report was sent to Mr. Collier 7/12/48

Raymon Asburry

C. J. ELDON
Contractor

P. O. Box 5686, Kenton Station
Portland, Oregon

May 25, 1948

C
O
P
Y

Oregon State Highway Commission
Bridge Department
Salem, Oregon

Subject: Lumber from
Coffey Creek Bridge

Gentlemen:

We have received a letter from K. D. Lytle, Division Engineer, Roseburg, Oregon, stating an approximation of the lumber the State took from the Coffey Creek Bridge. In view of the reports we have on the matter the lumber he reported seems entirely inadequate.

We salvaged quite a quantity of the usable lumber from the old bridge. We let the contractor for the Umpqua Bridge have 56 4" x 12" deck plank and 24 of the stringers. After he had taken this lumber there was left some

24	10" x 10"	16'	3200	'BM
6	10 x 10"	8'	400	
8	12 x 12"	24'	2304	
10	5" x 16"	20	1600	
45		22	7920	
10		23	1840	
10	5" x 16"	16	853	
108	4" x 12"	24	9484	
22	4" x 6"	5	220	
20	3" x 8"	20	800	
26	2" x 2"	16	140	Cedar

In all about 30,000' board measure.

With the exception of the first four items and about two-thirds of the stringers nearly all the lumber was stacked on the road level - the balance was piled high on the banks of the creek - out of the reach of any but extra high water.

There was no extra high water prior to the time the lumber was taken - that is, between the time the bridge was finished and the time the lumber was removed.

The man we had looking after the lumber said that when the State's men began hauling the lumber they told him that they had orders to take the lumber and that was all there was to it.

We cannot conceive of water getting high enough to wash or float lumber from the highway elevation at that point. However, there was no flood water during the period. So far as we can learn the State's forces were the only ones that hauled the lumber.

We wrote you under date of April 30, 1948, asking if you cared to furnish us with information about the lumber. The report -

6 12" x 12" 18' to 20' and 6 or 8 10" x 10" pieces 18 to 20 feet is more or less indefinite.

Is there any further information you care to furnish?

Very truly yours,

C. J. ELDON, Contractor

By C. J. Eldon
(signed)

CJE/e
cc:
K. D. Lytle (2)

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 10, 1948

C
O
P
Y

C. J. Eldon
Contractor
P. O. Box 5686, Kenton Station
Portland, Oregon

Dear Mr. Eldon:

I have had Mr. Krueger investigate the disappearance of the lumber which was left at the Coffey Creek Bridge. He reported that Mr. Stevenson, the Bridge Foreman, who was left in charge of the work, stated he found the lumber piled beneath the bridge on the creek bank. Stevenson took six 12"x12" and six or eight 10"x10" - average length of these were 18' to 20'.

This is all I know about the lumber, except that the boys seem to think that the greater part of it floated down the creek when the water was high.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl:g

cc: Paxson

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1948

COPY

SUBJECT: Coffey Creek Bridge

To: Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

Herewith copy of a letter from C. J. Eldon with reference to lumber left at the Coffey Creek Bridge.

Our specifications stated that all material from the existing structure should become the property of the contractor, and any lumber which was left would undoubtedly belong to Mr. Eldon. Will you please check up and advise Mr. Eldon direct as to the disposition of this material and where he can get it.

Very truly yours,

C. S. Paxson
Bridge Engineer

CSP CM
Attached

C. J. ELDON
Contractor

P. O. Box 5686, Kenton Station I
Portland, Oregon
April 30, 1948.

Oregon State Highway Commission,

Bridge Department,

Salem, Oregon.

Subject: Lumber from
Coffey Creek Bridge.

Gentlemen:

When we finished constructing the Coffey Creek Bridge, Contract No. 2788, September 1, 1947, there was left piled up adjacent to the work site, some 72 bridge stringers and 96 deck planks salvaged from the old structure. We have some 1500' of fore and aft plank road to construct. This lumber was intended for this project.

When we made arrangements to get the salvaged lumber, the man we had who was looking after it told us that the State Bridge Department had hauled it away.

We are wondering if you care to give us any information about it.

Very truly yours,

C. J. ELDON, Contractor

By C. J. ELDON

RECEIVED
APR 27 1949
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COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

110-1030

2788

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Apr. 26, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

For your information, I attach a copy of a letter I received today from Mr. Kelley who represents Mr. Eldon.

I haven't answered this letter for the reason that I want a chance to discuss it with you before I answer. I am satisfied that this controversy will resolve itself into litigation, and I want to be pretty careful about what I say, so I think we had better go over it carefully.

Yours very truly,

J. M. DEVERS

JMD:FRC

C
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JOHN H. KELLEY
Attorney and Counselor at
Law
Yeon Building
Portland, Oregon

(4)

April 25, 1949.

Mr. J. M. Devers,
c/o Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Devers:

I have had another conference with Mr. Eldon and he advises me that at the time he signed the final estimate of December 9, 1947 for $1555.57, he also signed what he termed a clearance on form A-159, and returned both to the Commission.

Mr. Eldon further advised me that he believes the Highway Commission used approximately $1800.00 worth of lumber from the old bridge and if action is commenced he believes that he would be entitled to that amount instead of $373.62 which he has offered to accept.

I will await hearing from you before taking further steps.

Yours very truly,

(Sgd.) John H. Kelley

JHK:Y

JOHN H. KELLEY.

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FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

110-1030

2788

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Apr. 25, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. W. C. Williams
Mr. W. W. Stiffler
O f f i c e

Gentlemen:

You will recall that we have had some correspondence with Attorney John H. Kelley who represents Mr. Eldon in connection with his Contract No. 2788, covering the construction of the Coffey Creek Bridge.

I think I sent you a copy of my last letter addressed to Mr. Kelley, and today I received a reply, a copy of which I am enclosing for your information. I anticipate that probably the next thing we hear will be when the Sheriff serves the papers.

Yours very truly,

J. M. DEVERS

JMD:FRC

C
o
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JOHN H. KELLEY
Attorney and Counselor at Law
Yeon Building
Portland, Oregon
(4)

April 22, 1949.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention: Mr. Devers.

Re: Coffey Creek Bridge Contract
No. 2788.

I have your letter of April 19, 1949 in re: the above contract and have carefully noted the quotations.

Mr. Eldon advises me that he had no notice from the Highway Commission or from any of its engineers that the repairs to the old bridge should be made and had no opportunity to do the work himself to eliminate the costs of repairs and the engineering expenses. He advises me that he will not consent to these deductions from the balance which he claims due and if the Commission refuses to allow the final estimate as made under date of December 9, 1947, showing $1555.57 due him, and also pay $373.62 for lumber, I am requested to bring action against the Commission.

I appreciate your position in this matter and I know you recognize my position.

With kindest personal regards to you, I am,

Yours very truly,

(Sgd.) John H. Kelley

JHK:Y JOHN H. KELLEY.

RECEIVED
APR 27 1949
COMMISSIONERS
FOR FILING

T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

File

C
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P
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R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
SALEM

110-1030

2788

Apr. 25, 1949

Mr. W. C. Williams
Mr. W. W. Stiffler
O f f i c e

Mr. Stiffler's copy
referred to Mr. Paxson
by WCW
Copy of Mr. Kelley's
letter attached.

Gentlemen:

You will recall that we have had some correspondence with Attorney John H. Kelley who represents Mr. Eldon in connection with his Contract No. 2788, covering the construction of the Coffey Creek Bridge.

I think I sent you a copy of my last letter addressed to Mr. Kelley, and today I received a reply, a copy of which I am enclosing for your information. I anticipate that probably the next thing we hear will be when the Sheriff serves the papers.

Yours very truly,

(sgd) J. M. Devers

J. M. DEVERS

JMD:FRC

G
CHAIRMAN
PP, MEMBER
FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

April 19, 1949

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

Mr. John E. Kelley,
Attorney at Law,
Yeon Building,
Portland, Oregon.

NOTED
W. C. WILLIAMS

Dear Mr. Kelley:

I have been requested by the Highway Department to reply to your letter of March sixteenth relative to the C. J. Eldon controversy involving the Coffey Creek Bridge Contract No. 2788.

I have discussed this matter personally with the engineers and have read carefully the written reports given to me, and I regret that I am unable to agree with you on the merits of the Eldon claim. I quote from Mr. Paxson's report the following:

"In February of 1947, Mr. Lytle reported that the old Coffey Creek Bridge was in dangerous condition. Mr. Eldon did not have a crew on the job at that time, and we made the necessary repairs with our own bridge maintenance crew. I wrote Mr. Eldon on February 27, 1947 advising him of our action and calling to his attention that this expense would not have been incurred had he completed his work on time. The cost of our repair work was $385.59.

"Except for the delivery of log stringers for the main span of the new bridge, Mr. Eldon did no work until July 23, 1947, one year and four months after the contract was awarded and eight days before his time extension expired. This necessitated another time extension, which was given by the Commission at its meeting on August 26, 1947. This extension was granted to September 30, 1947, conditioned upon the contractor reimbursing the State for engineering costs incurred after July 31, 1947 and also for the repair costs of $385.59. Mr. Eldon was advised of this action by Mr. Glaisyer under date of September 11, 1947."

You will note from the second quotation that the extension therein mentioned was granted on certain conditions and Mr. Eldon accepted that extension and therefore he is bound by the conditions. The State is ready to pay Mr. Eldon the amount earned and unpaid, less the deductions

Mr. John H. Kelley April 19, 1949

mentioned in the correspondence, and I believe specified in the final voucher.

I will be pleased to hear from you further regarding this matter.

Yours very truly,

J. M. DEVERS

JMD:PW

cc W. C. Williams
G. S. Paxson

RECEIVED
APR 21 1949
FOR FILING
110 - 1030
2788

Original referred to
Mr. Devers by WCW

File

JOHN H. KELLEY

Attorney and Counselor at Law

Yeon Building

Portland, Oregon

COPY

(4)

April 19, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Coffey Creek Bridge,
Contract No. 2788

I would appreciate it if you would answer my letter to you of March 16, 1949 in re: the above mentioned contract.

It seems to me that you have had plenty of time to check your records.

Appreciating an early reply, I am,

Yours very truly,

(sgd) John H. Kelley

JOHN H. KELLEY

JHK:Y

RECEIVED
APR 19 1949
FOR FILING

110-1030

2788

Salem, Oregon
April 15, 1949

Mr. J. M. Devers

As you will remember, we have been in a controversy for some time with Mr. C. J. Eldon, with reference to settlement of the final estimate for the construction of the Coffey Creek Bridge on the Tiller-Trail Secondary Highway in Douglas County, on Mr. Eldon's Contract No. 2788.

You wrote me regarding this matter under date of November 18, 1948, and you probably have a larger file on the matter.

I attach hereto a letter addressed to the State Highway Commission under date of March 16, by John H. Kelley, Attorney, of Portland, and a letter addressed to me under date of March 30 by Mr. Paxson, in which letter Mr. Paxson explains the status of the controversy now. It would seem, from Mr. Paxson's letter, that there is nothing further we can do to settle this matter in the Engineering Department, and we, therefore, would appreciate your taking up the matter further with Mr. Kelley to see what can be worked out.

I will be very pleased to furnish you any information that you might like to have in your correspondence with Mr. Kelley.

W. C. Williams

WCW:ms

Encl.

RECEIVED
APR 26 1949
FOR FILING

FORM E-30 15M 12-48 27999

110-1030

2788

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 30, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT: Coffey Creek Bridge No. 3443

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

We have not been able to effect a final settlement with C. J. Eldon on his contract No. 2788, covering the construction of the Coffey Creek Bridge on the Tiller-Trail Secondary Highway in Douglas County. I am attaching hereto the most recent letter from John H. Kelley, Mr. Eldon's attorney.

This contract was awarded to Mr. Eldon on March 12, 1946, with a specified completion date of October 31, 1946. At that time everyone was having difficulty getting lumber, although most of the contractors were able to keep going by keeping after all sources of supply. In September of 1946 it became evident that the work would not be finished in time, and at the Commission meeting of September 23, 1946, a time extension to July 31, 1947 was granted without penalty to the contractor.

In February of 1947, Mr. Lytle reported that the old Coffey Creek Bridge was in dangerous condition. Mr. Eldon did not have a crew on the job at that time, and we made the necessary repairs with our own bridge maintenance crew. I wrote Mr. Eldon on February 27, 1947 advising him of our action and calling to his attention that this expense would not have been incurred had he completed his work on time. The cost of our repair work was $385.59.

Except for the delivery of log stringers for the main span of the new bridge, Mr. Eldon did no work until July 23, 1947, one year and four months after the contract was awarded and eight days before his time extension expired. This necessitated another time extension, which was given by the Commission at its meeting on August 26, 1947. This extension was granted to September 30, 1947, conditioned upon the contractor reimbursing the State for engineering costs incurred after July 31, 1947 and also for the repair costs of $385.59. Mr. Eldon was advised of this action by Mr. Glaisyer under date of September 11, 1947.

Work on the structure was completed on November 24, 1947, and a third time extension was needed. I wrote Mr. Eldon on December 12, 1947, asking him to send me his application for this extension and the consent of his bonding company. He did not answer this letter.

Under date of December 9, 1947, an estimate marked "Estimate No. 4 Final" was sent Mr. Eldon. This estimate should not have been sent out, as it did not show the deductions directed by the Commission. Payment was stopped on this estimate at the Auditor's office, and the warrant was cancelled.

When Mr. Eldon finally completed the bridge in November of 1947, he left some used lumber on the right of way at the site. Some time after Mr. Eldon had completed the bridge, one of our maintenance crews noticed this lumber and assumed that it had been abandoned. They hauled away and used 6,227 F.B.M. on highway maintenance work. We have allowed Mr. Eldon payment for this at $60.00 per M-F.B.M.

Mr. Eldon's statement that the "penalty" and "emergency repairs" are an after thought is entirely erroneous. Mr. Eldon was notified of these conditions at the time of his time extension on September 11, 1947, and his first letter concerning the lumber is dated April 30, 1948.

I have gone as far as I can in this matter and suggest that Mr. Devers be consulted.

Very truly yours,

G. S. Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
cc J. M. Devers
Attached

ASSIGNMENT No. 1077

SUBJECT: John H. Kelley's letter re Contract No. 2788, WCW
Turkey Creek Bridge (C. J. Hildon)

DATE: 3-17-49 ASSIGNED TO: PAXSON

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☑ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 3-31-49 m

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON

(4)
March 16, 1949.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: Coffey Creek Bridge
Contract No. 2788.

Mr. C. J. Eldon has forwarded to me his entire file in re: the above contract, including final estimate under date of March 8, 1949, to which estimate is attached a credit of $373.62, and a statement of penalty amounting to $365.29, and what is termed by you as "Statement of Costs covering Emergency Repairs" amounting to $385.59.

Your claim for penalty as itemized shows that all the services which you claim were rendered were from August 1, 1947 to November 28, 1947.

The statement covering emergency repairs shows that the work was done between February 8 and February 28, 1947.

There were three estimates dated September 2, September 10, and October 17, 1947, and a final estimate dated December 9, 1947. The final estimate shows that there is due Mr. Eldon $1555.57, and by submitting the final estimate you admit that there is due him that amount without deduction of "penalty" and "emergency repairs."

The "penalty" and "emergency repairs" appear to be an afterthought after Mr. Eldon demanded pay for the lumber used by the Commission.

Mr. Eldon refuses to accept the estimate of March 8, 1949, and demands payment as estimated by you on December 9, 1947 of $1555.57 plus $373.62 for lumber, or a total of $1929.19.

The above sum became due and payable to Mr. Eldon on December 9, 1947, and he is entitled to interest at 6% per annum from that date.

Yours very truly,

JHK:Y JOHN H. KELLEY.

RECEIVED
MAR 1
STATE HIGHWAY COMMISSION

RECEIVED
MAR 16 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
MAR 10 1949
FOR FILING

110-1030

2788

March 9, 1949

General Casualty Co.of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No.2788, covering the Coffey Creek Bridge on Tiller Trail Secondary Highway in Douglas County, has been completed by the contractor, C.J. Eidem, and that final payment in the amount of $1,178.31 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $14,351.14, and that no force account work was performed on the project. This contract was completed November 24, 1947 but has not as yet been accepted by the Commission.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
3-9-49 gk

RECEIVED
MAR 8
FOR FILING

110-1030
2788

March 7, 1949

Mr. C. J. Eldon
P. O. Box 5686
Portland 3
Oregon

Dear Sir:

The State Highway Commission, at its meeting on February 28, 1949, had under discussion your request for an extension of time of 55 days, from September 30 to November 24, 1947, within which to complete your contract No. 2788 covering the Coffey Creek Bridge on the Tiller Trail Secondary Highway in Douglas County.

The Highway Commission granted your request but assessed the following penalty: $385.59 for maintenance plus all engineering expense incurred after July 31, 1947. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

W. A. Reeves

NOTED ON CARD
3-1-47 gf

RECEIVED
FEB 22 1949
FOR FILING

110-1030

2788

February 21, 1949

State Highway Commission.

Request for
Extension of Time No. 5
Fed. Project No. 3 Douglas

Gentlemen:

Re: Coffey Creek Bridge,
Tiller-Drain Secondary Highway
In Douglas County, Contract No. 2788

Attached hereto is a copy of a request for an extension of time to December 31, 1947 for the completion of the Coffey Creek Bridge, C. J. Zitza, contractor.

This is the third time extension on this project. The time was first extended from October 31, 1946 to July 31, 1947 without penalty to the contractor. The time was again extended to September 30, 1947, subject, however, to reimbursement by the contractor for expenses incurred by the State after the expiration of the first time extension on July 31, 1947.

The work was not completed within the second time extension and this extension is to cover the period prior to the payment of the final estimate. We are recommending that the contractor be charged for all costs to the State incurred during this third extension, which is in line with the terms of the second extension.

This is a State Project and the concurrence of the Public Roads Administration is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

RHBpgm
cc H. B. Gleiser
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
NOV 26 1948
FOR FILING

I 110-1230

2188

November 23, 1948

Mr. John M. Kelley
Attorney
Yeon Building
Portland 4, Oregon

Dear Sir:

Re: Coffey Creek Bridge, Contract No. 2788
C. J. Eldon, Contractor

Reference is made to your letter of November 17 concerning the status of the final estimate on the Coffey Creek Bridge.

This contract was awarded to C. J. Eldon on March 12, 1946, and was to have been completed on or before October 31, 1946. For one reason or another, the work on this small job dragged along and was not completed until November 24, 1947.

The State Highway Commission extended the completion date from October 31, 1946 to July 31, 1947 without assessing any penalty against the contractor. The work was not completed by this July date, and the State Highway Commission, at its meeting on August 26, 1947, again extended the time, to and including September 30, 1947, subject, however, to the contractor reimbursing the State for expenses to which it had been put in keeping the old bridge safe for travel during the additional time required by the contractor, and an additional amount representing the extra cost to the State for engineering incurred subsequent to July 31, 1947, the previously extended time limit.

This project was not completed within the second time extension, and on December 12, 1947 a letter was sent to Mr. Eldon requesting that he apply for a third time extension covering the period from October 1, 1947 to November 24, 1947. No reply was ever received from Mr. Eldon to this letter, and the final estimate has been retained until this matter of time extension is cleared up.

The cost to the State in repairing the old bridge totaled $385.59, and represents the work done by one of our bridge maintenance crews in February of 1947. The extra engineering costs to the State incurred subsequent to July 31, 1947 amounts to $365.29. The total additional cost to the State, due to the delay on the part of the contractor,

is $750.88. This amount will be deducted from the final estimate, which will be presented to Mr. Elden when he has made his application for time extension and the Commission has acted upon it.

We have been endeavoring to ascertain the facts concerning Mr. Elden's claim for lumber. Our specifications provide that the contractor shall remove all supplies, equipment, and other material from the site on the completion of his work. It appears that Mr. Elden left a considerable amount of lumber on our right of way at the bridge site. Some time after the bridge had been completed, one of our maintenance crews observed some of this lumber on the site, and also observed that a truck, which apparently was locally owned and did not belong to any recognized contractor, was hauling some of this material away. It also appeared that a considerable amount of the material which had been piled in the creek bed had been taken out by high water in the creek.

Our maintenance crew picked up a small amount of lumber from the bridge site, in detail as follows: 10-10"x 10" x 20'; 10-10" x 12" x 20'; and 16 stringers 6" x 16" x 20'; totaling 6,227 board feet. While under our specifications the contractor may possibly have abandoned this material, we are willing to allow him a reasonable value for the material which was used by our crew and will accept his estimated price of $60 per thousand for this lumber. This will amount to $373.62, which we can credit to Mr. Elden.

It would be appreciated if you would take this up with Mr. Elden and see that his application for time extension is sent to this office.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Pearson
cc J. M. Devers

FORM E 2001 10M 11-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

I received today from Attorney John H. Kelley of Portland a carbon copy of a letter, the original of which, I understand, was mailed to the Commission on November 17 and has to do with the Coffey Creek Bridge, Contract No. 2788, Bridge No. 3443.

Mr. Kelley has requested that I discuss this matter with the Engineer or with the Commission. I am not familiar with the controversy, but will be glad to go over it with you at your earliest convenience.

Very truly yours,

J. M. DEVERS

JMD:NH

cc - ~~E. G. Sattler~~
G.S. Paxon.

RECEIVED
NOV 19 1948
OFFICE OF
CONSTRUCTION ENGINEER

ASSIGNMENT No. 892

DESCRIPTION: Letter of 11-17-48 from John H. Kelley re Coffey Creek Bridge, Contract No. 2788 WCW

DATE: 11-19-48

ASSIGNED TO: PAXSON

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 11-24-48 E

REMARKS:

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON

(4)
November 17, 1948

RECEIVED
NOV 19 1948
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: Coffey Creek Bridge,
Contract No. 2788
Bridge No. 3443.

Mr. C. J. Eldon has handed to me your contract covering construction of the above mentioned bridge.

Mr. Eldon advises me that the "Final Estimate" of $426.82 together with "Retained Percentage" of $1128.75 has not as yet been received by him and he is of the opinion that he is entitled to interest on the above amounts at the statutory rate of 6% per annum from December 15, 1947, the date Final Estimate was made.

I call your attention to the first paragraph on page 6 of the Special Provisions contained in the contract, which is as follows:

> "All material from the existing structure shall become the property of the contractor on completion of the work and shall be disposed of in a manner satisfactory to the engineer."

NOTED
W. C. WILLIAMS

As I construe this provision, the lumber which was contained in the old bridge was the property of Mr. Eldon and was a part of the consideration for the execution and completion of the contract. Will you please refer to Mr. Eldon's letter to you under date of May 25, 1948, which contains a list of the lumber salvaged out of the old bridge and which was the property of Mr. Eldon. As you will note Mr. Eldon states that there was in all approximately 30,000 feet, the value of the same being approximately $60.00 per thousand.

I would appreciate it if you would advise me when the balance due on the Final Estimate and Retained Percentage, and the amount due for the lumber will be paid.

Yours very truly,

JHK:Y

JOHN H. KELLEY.

RECEIVED
NOV 18 1948
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
FORM E-90 20M 8-48 32364

IC-1130

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I received today from Attorney John H. Kelley of Portland a carbon copy of a letter, the original of which, I understand, was mailed to the Commission on November 17 and has to do with the Coffey Creek Bridge, Contract No. 2788, Bridge No. 3443.

Mr. Kelley has requested that I discuss this matter with the Engineer or with the Commission. I am not familiar with the controversy, but will be glad to go over it with you at your earliest convenience.

Very truly yours,

J. M. DEVERS

JMD:NH

cc - H. G. Smith

RECEIVED
SEP 12 1947
FOR FILING

110-1030

September 11, 1947

Mr. C. J. Hilden
P. O. Box 5686
Portland 3
Oregon

Dear Sir:

The State Highway Commission, at its meeting on August 26, 1947, had under discussion your request for an extension of time of sixty days, from July 31 to September 30, 1947, within which to complete your contract No. 2788, covering construction of Coffey Creek Bridge on the Tiller Trail Highway, in Douglas County.

It is pointed out that you previously had been granted an extension of time, without penalty, to July 31, 1947 in which to complete this work. The Commission was advised that due to delay in prosecution of the work it was necessary to perform certain maintenance work on the existing structure to keep it safe for traffic, the expense of which was paid by the state and amounted to $385.99. The Commission granted your request for an extension of time until September 30, 1947, but ordered that you be charged with the above mentioned amount of $385.99 and an additional amount representing the extra charge to the state of engineering expenses incurred subsequent to July 31, 1947, the previously extended time limit.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: ~~W. H. Libby~~,
~~Testing~~ Division Engineer

NOTED ON CARD

9-11-47

Miles

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AUG 21 1947
FOR FILING

110 - Ir 30

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 18, 1947

A 2768

SUBJECT: Coffey Creek Bridge
Extension of time

To:

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

Herewith contractor's request and our recommendation for a second extension of time for the construction of the Coffey Creek Bridge on the Tiller-Trail Secondary Highway in Douglas County.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached
cc H. B. Glaisyer
W. A. Reeves

REFERRED TO
BY SECRETARY

RECEIVED
MAR 15 1947
FOR FILING

110-1030

March 11, 1947

Mr. C. J. Kiken
P. O. Box 5606
Kenton Station
Portland 3, Oregon

Dear Sir:

We have your letter of March 1 regarding the Coffey Creek Bridge. We fully realize the difficulty in obtaining material under the present conditions. This same difficulty applies to all of the projects that we now have under construction. Other contractors are obtaining their material by continuously keeping after it, and other projects are going forward. We feel that it is entirely possible for you to do the same on this job.

I would call your attention again to the condition of the existing structure and its potential hazard to the traffic using this road. It is extremely important that the job be started immediately and completed at the earliest possible date. We except you to take all possible measures to accomplish this.

Very truly yours,

R. H. Baldock
State Highway Engineer

GHP BG
cc G. S. Pearson

REFERRED TO Parman
By Chief Engineer
See my file's last letter.

G. S. PAXSON

C. J. ELDON
CONTRACTOR

P. O. BOX 5686, KENTON STATION
Portland, Oregon

1 March 1947.

R. H. Baldock, State Highway Engineer,
Salem, Oregon.

Dear Sir:

I have your letter date 27 febraury 1947 regarding the Coffey Creek Bridge. I have noted, carefully, the statements and charges made; the order given.

The logs for the 36-ft. span are on the ground in proximity to the bridge site. A detour around the structure was prepared.

I have spent much time and money in efforts to obtain the lumber required for the structure. I have contacted, either personally or by letter, every mill within the area that is capable of cutting this requirement.

The afternoon of the 26th. of August, 1946, Mr. George Baker, resident engineer, Milo-Tiller project, met me at Myrtle Creek, Oregon, and went with me to talk with Mr. Sund of the Fir Manufacturing Co. about furnishing the lumber for this bridge. Mr. Sund agreed to furnish me with the lumber.

I came directly to Portland, Oregon, and the next day, 29 August 1946, prepared and mailed to Fir Manufacturing Co. Myrtle Creek, Oregon, the order for the lumber. I enclosed with the order 'Excerpts from the Oregon State Highway Bridge Specifications', instructions pertaining to the special sections of the felloe guards, bulk head planks and the 2" X 2" cedar decking. I also informed them that I had notified the Oregon State Highway Commission's Bridge Department and that they would arrange for the inspection.

15 October 1946, I again called on Fir Manufacturing Co. at Myrtle Creek, Oregon, where I had an extended talk with Mr. DeWitt about the order. He admitted having the order. He stated that they could not furnish the cedar decking. At this time he agreed

RECEIVED
MAR 4 1947
OREGON
STATE HIGHWAY COMMISSION

MAR 1 0 1947
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

Department to Parman - 3-4-47

that they would cut the fir lumber but that I would have to arrange to take it away from the mill as they cut it. I agreed that if they would advise me as much as two days in advance that I would provide a means of hauling the lumber away from their mill.

It was then agreed that he would call me long-distance(I furnished him directions) when they would start cutting so that I could make the necessary arrangement for the hauling.

I have not been able to obtain commitment for the cedar.

I gather from press reports that certain Governmental limitation regulations will be lifted as of 31 March 1947 and that they will be superseded by orders of greater latitude. This remains to be seen.

Regarding your order - this project is, comparatively speaking, a short job. I want to have all the required materials in the working area before beginning operations. Then, with my mechanical facilities, the work should be consummated quickly with a minimum of interference and inconvenience to travel. With this objective in view, it would appear asinine, the most sanguine manner in which we may look at it, to keep a crew of high-priced skilled men hanging around the job-site wihtout sufficient materials on hand to keep them working steadily.

Very truly yours,

C. J. ELDON, Contractor.

BY C. J. ELDON

CJE/E
CC to Mr. Kelley

RECEIVED
MAR 4 1947
FOR FILING

119-1010

February 27, 1947

Mr. H. S. Elden
P. O. Box 5666, Kenton Station
Portland 3, Oregon

Dear Sir:

Under date of March 12, 1946, you entered into a contract with the Oregon State Highway Commission to build the Coffey Creek Bridge on the Tiller-Trail Highway in Douglas County. This contract called for the work to be completed on or before October 31, 1946. To date, with the exception of the delivery of the logs for the channel span, you have done absolutely nothing toward fulfilling this contract. Last summer there was a justifiable delay due to shortage of lumber. This condition does not exist now, and there is no reason why the job cannot go ahead.

We have recently had to send one of our maintenance crews to this structure to make repairs in order to keep it safe for travel. This work would not have been necessary had you proceeded your work with reasonable diligence. We must insist that you start work immediately on this job with a sufficient crew to insure its early completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

CHP:GH
cc G. E. Pearson
K. D. Lytle

Mansfield & Company
Agents for General Casualty
302 Lewis Building
Portland 4, Oregon

RECEIVED
1950
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

110 - 10.30

2788

Salem, Oregon
December 12, 1947

SUBJECT: Coffey Creek Bridge
Contract No. 2788

To: Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Sir:

For your information, C. J. Eldon completed work on Contract No. 2788, Coffey Creek Bridge on the Tiller-Trail Highway in Douglas County, on November 24, 1947. Will you please secure authority from the Commission to pay the final estimate on this job?

Specified completion date for the work was October 31, 1946. Two time extensions have been granted, advancing the completion date to September 30, 1947. We are arranging with the contractor to present an additional request for time extension to cover the period October 1, 1947 to completion, November 24, 1947. This will be forwarded to you for handling as soon as it is received from the contractor.

Very truly yours,

W. A. Reeves
Bridge Office Engineer

CAG/ds

cc Mr. W.A. Reeves

REFERRED TO
BY SECRETARY

RECEIVED
OCT 1 1946
FOR FILING

110-1032

October 1, 1946

Mr. C. J. Eldon
P.O.Box 5826
Portland
Oregon

Dear Sir:

The State Highway Commission at its meeting on September 23, 1946 granted you the extensions of time requested, without penalty, on the following contracts:

Contract No. 2775, covering trestle bridge on the McKay Creek Section of the Wolf Creek Highway, extended from September 30 to December 31, 1946.

Contract No. 2738, covering bridge over Coffey Creek on the Tiller Trail Secondary Highway, extended from October 31, 1946 to July 31, 1947.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

RECEIVED
JUN 17 1946
FOR FILING

110-1030

June 14, 1946

Mr. Herbert J. Orr
Willamette Valley Lumbermen's Assoc.
Eugene, Oregon

Dear Mr. Orr:

This is to thank you for your efforts in obtaining the lumber for the Cutting Creek Bridge. We have sent these offers to C. J. Hidon, the contractor, and have instructed him to get the job underway.

Very truly yours,

R. H. Baldock
State Highway Engineer

BHP:ms
cc C. J. Hidon

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FILING

Agenda Item 4m
May 15 and 16, 1946

May 22, 1946

Mr. G. F. Eldon
2428 N. Columbia Boulevard
Portland 3, Oregon

Dear Mr. Eldon:

Reference is made to your letter of April 24, 1946, regarding your contract No. 2788 for the construction of the Coffey Creek Bridge.

Your letter was brought to the attention of the State Highway Commission at its meeting on May 15 when particular attention was given to your statements regarding the availability of materials. The Commission noted your willingness that the contract be canceled but considered it advisable that you proceed with the work as planned and that you carry on the work to completion as rapidly as is possible under the circumstances. You are urged to make every effort to obtain the required materials.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

EBG:cc

cc - Mr. G. S. Paxson

FORM E-30 2SM 7-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1946

SUBJECT:

REFERRED TO
Mr. Slaiger
Asst. State Highway Engineer
Agenda

To: Mr. C. B. McCullough
Assistant State Highway Engineer
O f f i c e

Dear Sir:

I am returning the letter from Mr. Eldon in which he suggests that we cancel the contract for the Coffey Creek Bridge. I would not be in favor of doing this, as we have a reasonably favorable bid.

Mr. Eldon is also the contractor for the grading in this section, and the bridge job naturally can be better handled where the same contractor has the grading job.

We realize that lumber is very difficult to obtain, but we are getting it by keeping after the mills, and we should be willing to help out Mr. Eldon in the same way we are now doing with Mr. Montag's job at Jefferson. I would suggest that he be urged to make every effort to obtain the lumber and push the job through for completion.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached

NOTE TO Eldon
DATE 5-2-46

cc Paxson

C. J. ELDON
CONTRACTOR

P. O. BOX 5686, KENTON STATION
Portland, Oregon

24 April 1946.

Oregon State Highway Commission,

Salem, Oregon.

Subject: Coffey Creek Bridge
Contract #2788.

Gentlemen:

Reference is made to Contract #2788, Bridge No. 3443.

Up to and including this date I have been unable to obtain any commitments on the lumber required for this structure. From the present indications it appears that the chances of getting any mill or lumber company to undertake the furnishing the material of the required specification is, to say the least, remote.

I have the assurance that I can get the logs for the 36' span.

Orders for the nails - same 700# 3/8" X 8" Spikes and 2000# 30d nails for the deck- have been placed. However, I am informed that they will be be delivered "When and If".

Unofficially, I was told by a representative of the American Steel & Wire Co. that I would be fortunate if I got the nails within nine months to a year.

Under these conditions I doubt if the contract can be consummated this year.

In view of the unprecedented uncertainty of obtaining the required materials with which to do the work - materials to be incorporated in the structure - I am willing that the contract be cancelled, without prejudice, rather than carry it over until such time as the required materials become available.

Respectfully submitted.

C. J. ELDON

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APR 25 1946

RECEIVED
APR 25 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 8 1946
FOR FILING

110-1031

April 8, 1946

Mr. C. J. Elden
P. O. Box 5686
Portland 3, Oregon

Dear Sir:

We are sending you today, by express, two fully executed copies of contracts which were awarded to you on March 12, 1946, by the State Highway Commission, as follows:

Contract No. 2788, covering construction of Bridge over Coffey Creek on the Tiller Trail Secondary Highway.

Contract No. 2789, covering grading, surfacing and oiling on the Milo-Tiller Section of the Tiller-Trail Secondary Highway.

These copies are for your records and files.

We are also sending executed copies to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

VED
FILING
10-1030

M

March 15, 1946

Mr. C. J. Elden
3101 North Columbia Boulevard
P. O. Box 5686
Portland 3, Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2788, which was awarded to you by the State Highway Commission on March 12, 1946, covering construction of new bridge over Coffey Creek on Tiller-Trail Secondary Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

S-80(1) Milo-Tiller Sec., Tiller-Trail Hwy. 1946

#2789

RECEIVED
OCT - 6 1949
FOR FILING

1-80 (1)
2789

October 5, 1949

General Casualty Co. of America
Mansfield & Co. Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2789, covering the Mile-Tiller Section of the Tiller-Trail Highway in Douglas County, was completed by the contractor, C. J. Elden, and that revised final payment in the amount of $6,149.79 will be made on or after October 15, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $149,642.64, of which amount $326.35 represents force account items. This contract was completed on July 17 and accepted by the Highway Commission on August 26, 1947.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Indurance Bldg.
Seattle 5, Wash.

NOTED ON CARD
10-5-49 gl

RECEIVED
JUL 20 1949
FOR FILING

8-80 (1)

2789

July 18, 1949

COPY

Mr. John H. Kelley
Attorney and Counselor at Law
Yeon Building
Portland 4, Oregon

Dear Sir

This is in answer to your letter of July 7, regarding request for settlement under Contracts Nos. 2557 and 2789, C. J. Eldon.

I believe there is nothing on either of these contracts to adjudicate except the matter of classification, as the Commission has denied your claim on Contract No. 2557 for extra compensation for certain increases in cost due to war risks. On Contract No. 2789 we find no claim by you except as to classification.

The Department engineers can be available most any time after August 8, to go over the classification on the ground. I would appreciate being advised as to the date as soon as possible, in order that we may reestablish some of the center line stakes for the questionable cuts.

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. K. D. Lytle

Original filled in Contract # 2557

JOHN H. KELLEY
Attorney and Counselor At Law
Yeon Building
Portland, 4 Oregon

C
O
P
Y

July 7, 1949

Oregon State Highway Commission,
Salem, Oregon.

Re: Request for Settlement under
Contracts No. 2557 and No. 2789,
C. J. Eldon.

Gentlemen:

During the years 1942 and 1943, C. J. Eldon performed Contract No. 2557, which was for the construction of the Wright Ranch-Milo Section of the Tiller-Trail Highway.

In June 1944, some nine months after the work had been completed, an estimate marked "Final" together with Form A-159 were sent to Mr. Eldon. The estimate and Form A-;59 were signed by Mr. Eldon under protest and returned toyou with an outline of the objections taken.

In 1947, Mr. Eldon completed the Milo-Tiller Section of the Tiller-Trail Highway under contract No. 2789. There was an overlapping of the limits of these two contracts. The "Special Provisions" covering contract No. 2789 differed somewhat from the specifications covering contract No. 2557, as applied to the overlap.

In July 1947, an estimate designated as "Final" with Forma A-159 was signed by Mr. Eldon with protest and returned to you with an outline of his objections, objections also were made as the progress estimates were submitted

On October 31, 1946, at a conference in Salem with Mr. Baldock and others, a compromise was agreed upon the regard to claims under the Goshen-Pleasant Hill Section of the Willamette Highway contract and the matter of reviewing the Wright Ranch-Milo Section of the Tiller-Trail Highway (contract No. 2557) was talked over. It was proposed at that time by one of the engineers present that contract No. 2557 be held in abeyance until contract No. 2789 was completed and the differences arising from the two contracts be taken up at the same time.

Contract No. 2557 was completed in 1943, and contract No. 2789 was completed in 1947. No final settlement has been had. It seems that sufficient time has elapsed that the above contract be reviewed and settlement made without further delay.

Yours very truly

/s/ J. H. Kelley
John H. Kelley

JHK:Y

Original filed in contract #2557

RECEIVED
JAN 6 1948
FOR FILING

S-80(1)

January 5, 1948

Mr. C. J. Hilen
P. O. Box 5686
Portland 3, Oregon

Dear Sir:

It is noted that you have returned to us the final estimate voucher, amount $4,620.46, tendered to you on December 10, 1947, for the Milo-Tiller Project, Contract No. 2709.

The fact that you have failed to execute unqualifiedly the acceptance form attached to this voucher makes it necessary for us to withhold payment on the voucher until you have made known to us the respects in which our final estimate is not acceptable to you and until agreement is reached as to the amount to be paid.

Please advise us fully, and with suitable supporting detail, as to the amount of additional compensation you consider yourself entitled. Our records of measurement are available for your use and study at any time.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

SHP:gs

cc to H. G. Smith
K. D. Lytle
S. H. Probert
Carl Smith

RECEIVED
DEC 17 1947
FOR FILING

S-8011

December 16, 1947

General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2789 for work on the Milo-Tiller Section of the Tiller-Trail Highway, in Douglas County, has been completed by the contractor, C. J. Eldom, and that final payment in the amount of $4,629.46 will be made on or after December 26, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $148,122.31, of which amount $326.35 represents the amount of force account items. This contract was completed on July 17 and accepted by the Commission on August 26, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

12-16-47

RECEIVED
NOV 17 1947
FOR FILING

5-80(1)

November 17, 1947

General Casualty Company
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to C.J. Kidon on contract No. 2789, covering the Mile-Tiller Section of the Tiller-Trail Highway, in Douglas County. This payment, in the amount of $9,865.24, will be made on or after November 28, 1947. The retained percentage is $4,437.92.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-17-47 gl

Form B-1—BM—6-47

S-80(1)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 19, 1947

Section Milo - Tiller

Highway Tiller - Trail Secondary

Contractor C. J. Eldon

Date of contract March 24, 1946

Date work started May 2, 1946

Amount of contract $150,319.50

Estimated cost of completed project, exclusive of engineering $150,319.50

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $16,039.70, 10.67 %

Kind of work Grading -Surfacing & Oiling

Section prefix 110-1051

Contract number 2789

Date of completion July 17, 1947

Estimated date of completion , 19

Per cent of time elapsed 97 %

Date project was completed 7-17-47

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

6men setting sight posts Monday & Tuesday.

Thursday they completed the miscellaneous cleaning up and moved from the job.

The shovel has been left on the job to be used on the Coffey Creek bridge construction.

K. D. Lytle was over the job Monday.

W.H. Schwiesow P. R. A. was over the job Tuesday.

JUL 21 1947

NOTED
E. A. PEASE

H. W. LIMBY

Signed [signature] RESIDENT ENGINEER

Address CANYONVILLE, OREGON

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.79	5.79		5.79	
Miles partially completed					
Miles completed	5.79	5.79		5.79	
Total estimated quantities	88,500	29,324	2370	165.2 Tons	
Estimated quantities moved or placed to date	87,388	29,324	2370	165.2	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday			

STATE PRINTING DEPT.

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JUL 23 1947
FOR FILING

S-30-1

July 18, 1947

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 17, 1947, on Contract No. 2769, Nile-Siller Section, in connection with Federal Aid Project No. S-30 (1).

Very truly yours,

E. H. Baldock
State Highway Engineer

EHB:EM

RECEIVED
JUL 9 1947
FOR FILING

S-80 (1)

July 1, 1947

Subject: Rental Rates
Extra Work Order No. 3
Contract 2789

Mr. C. J. Eldon, Contractor
Post Office Box 5686, Kenton Station
Portland, Oregon

Dear Sir:

In reply to your letter of June 24, the equipment rental rates in your bill for extra work on order No. 3 Contract 2789 were changed to comply with rental rates recently established by the Associated General Contractors and the Oregon State Highway Commission.

The rates established represent a 10% increase above rates shown in OPA Collation No. 2 of Maximum Price Regulation No. 134, including amendments to amendment 19 of July 14, 1945.

The fully operated rental rates for a 75 h.p. cat and dozer and a No. 77 Austin Western motor grader are computed in M. P. R. 134 amendment 19 as follows:

MAXIMUM MONTHLY BARE RENTAL RATES

75 h.p. Tractor	$ 645.00
Power Control Unit	75.00
Bulldozer	120.00
Total	$ 840.00
1/200 of $840.00	$ 4.20
Operating Service Rate	3.90
Maximum Fully Operated OPA Rate	$ 8.10
10% Increase above OPA Rate	0.81
New Rate Established by A. G. C. & O. S. H. C.	$ 8.91
No. 77 Motor Grader	
Maximum Monthly Bare Rental Rate:	
All Wheel Drive & Steer Diesel	$ 580.00
1/200 of $580.00	2.90
Operating Service Rate	3.60
Maximum Hourly Fully Operated OPA Rate	$ 6.50

10% Increase above OPA Rate	$ 0.65
New Rate Established by A. G. C. & O. S. H. C.	$ 7.15

These rates are in use throughout the State for extra work on state highway contracts and are acceptable to both the Association of General Contractors and the Oregon State Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

EHC:lh

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JUL 23 1947
FOR FILING

S-80(1)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1947

SUBJECT:

To: Mr. E. H. Clymer
Salem, Oregon

Dear Sir:

Herewith is a copy of a bill from C. J. Eldon on Extra Work Order No. 3, Milo-Tiller Section, Contract No. 2789, and letter from Mr. Eldon regarding corrections made on the bill by Carl Smith's office. The corrections as made on the bill show in pencil figures.

Will you please check the bill and letter from Mr. Eldon and write in your opinion regarding them.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

DEP:GS

Encl.

Portland 3, Oregon
P.O. Box 5[illegible] (Kenton Station)
Phone UN 0[illegible]

Oregon State Highway Commission,
Hilo, Oregon

Hilo-Tiller Section of the
Tiller-Trail Highway.

Extra Work Order No. 3.
Contract No. 2789
F.A. Project No. S - 80 (1)

Stockpile Site.

In Account With

C. J. ELDON

Contractor

Labor:	March 20 Apr. 29		Rate	Amount
J. H. Beahl	6 hrs		$ 1.50	$ 9.00
G. W. Riggin	5 "		1.15	5.75
Lloyd Magnuson	3 "		1.15	3.45
J.L.R. Houn, Jr.	5 "		1.15	5.75
W. P. G. Miller	5 "		1.15	5.75
V. C. Smith		4 hrs.	1.35	5.40
				35.10
Industrial Accident Insurance 4[illegible]-20%				1.26
Unemployment Insurance - 1.3%				.46
Social Security, Old Age - 1 %				.35
				37.17
Contractor's 15%				5.58

Materials:

Powder 100 lbs.	$ 18.25	
Fuse	.40	
Caps-Exploders	.36	
	19.01	
Contractor's 5%	.95	19.96

Rentals:

"75" Diesel Tractor w/Angle dozer	8 hrs at	$12.00	96.00	71.28
"77" Jr. Power Grader	1 " "	10.00	10.00	7.15
Pickup Truck 22 miles at 5¢ per mile			1.10	1.10
			$ 169.81	79.53
				3.98
				83.51

Total 146.24

C. J. ELDON

Contractor

P.O. Box 5686, Kenton Station
Portland, Oregon

June 24, 1947

Oregon State Highway Commission,
Salem, Oregon

Subject: Extra Work Order No. 3
Contract No. 2789
F.A. Proj. No. S-80 (1)

Gentlemen:

Attention is invited to the bill covering this work.

It is noted that corrections have been super imposed on the items of "Rentals."

The Government's schedule of bare rentals reads.

"Crawler Tractor, Diesel-engine"

72 to 89 H.P.	$54.00	per	day	
Angle-dozer	14.00	"	"	
Power Control Unit	5.25	"	"	
	73.25	"	"	or $ 9.16 per hr.

Operating Expense

Diesel Fuel 60 gals at 12¢	7.20	"	"	
Gasoline 1 " " 18¢	.18	"	"	
Motor Oils 3 " " 75¢	2.25	"	"	
Lubrication	1.00	"	"	
Cable Replacements	.68	"	"	
Operator	13.20	"	"	
Ind. Accident Ins.	.48	"	"	
Unemployment Ins.	.17	"	"	
Social Security, Old Age Tax	.13	"	"	
	25.29	"	"	or 3.16 per hr.
Total				$12.32 " "

The charge as made on the bill is for the equipment, "Fully Operated." This office is informed that this was the arrangement. No charge was rendered for supplies or for an operator. This being the case it would appear that the bill as rendered is substantially correct.

Very truly yours,

C. J. ELDON, Contractor.

By (Sgd.) C. J. Eldon

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JUN 9 1947
FOR FILING

S-80 (1)

#2789

June 7, 1947

Mr. O. J. Elden
P. O. Box 5686
Portland 3, Oregon

Dear Sir:

Reference is made to your request by telephone that you be authorized to have shipments of oil destined for use on the Milo-Tiller Project consigned to the Oregon State Highway Commission, in care of yourself, as a means of obtaining exemption of such shipments from the federal tax on transportation.

In as much as your contract for the project referred to made no provision for the extension of such authority, we cannot grant the authorization without violating the understanding we have with the Internal Revenue Department. The authority requested must therefore be denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

MONTANA
OREGON
WASHINGTON

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NOV 27 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S-80(1)

November 21, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement and certificate for Oregon Federal Aid Secondary Project No. S-80(1), Milo-Tiller Section of the Tiller-Trail Highway in Douglas County.

Very truly yours,

W. H. Lynch
Division Engineer

By: L. O. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 23 1946
OREGON
STATE HIGHWAY COMMISSION

Form P. R. 2

State Oregon WA8 pr 7135

Federal Aid Secondary Project No. S-80(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of October, 1946

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of January, 1946, a project statement, which was approved on the 5th day of February, 1946, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [redacted] said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of February 1946; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Ninety-one thousand three hundred ten and 00/100 dollars ($91,310.00) as the share of the United States payable under said act on account of [redacted] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State [illegible] (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station [illegible] in the [illegible] and survey station [illegible] except station [illegible],

[illegible], length [illegible] miles, in Douglas County, being Section [illegible] of Oregon Federal Aid Secondary project No. [illegible], consisting of [illegible] miles of roadway and [illegible] bridges, each of more than 20 feet clear span, [illegible] of a mile in length.

16—11279

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives.

(b) Wherever in the printed language of this agreement the terms "Federal Works Administrator" and "Administrator" appear, they shall be construed to have the same meaning and effect as the terms "Commissioner of Public Roads, Public Roads Administration, Federal Works Agency" and "Commissioner", respectively, to conform to the provisions of the Federal-Aid Highway Act of 1944 and the regulations issued pursuant thereto.

16—11379-1

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of Ninety-one thousand three hundred ten and 00/100 dollars ($91,310.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of One hundred fifty-seven thousand four hundred fourteen and 95/100 dollars ($157,414.95), the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. (As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of [redacted]
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939
(Include reference to statute authorizing

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

16—11979-1 GPO

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the 20th day of November, 1946

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of office)

By _____

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

Attest

By _____

Secretary
SECRETARY
(Title of officer)

By _____

_____
(Title of officer)

RECOMMENDED FOR APPROVAL:

_____
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By _____

Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 8—Revised

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. S-80(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 157,121.95 as the total estimated cost of said project, and the sum of $ 91,310.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Portland, Oregon, this 20th day of November one thousand nine hundred and forty-six

[redacted]
COMMISSIONER OF PUBLIC ROADS

By [redacted]
Division Engineer
U.S. Public Roads Administration

U. S. GOVERNMENT PRINTING OFFICE 16—10139-1

MONTANA
OREGON
WASHINGTON

RECEIVED
OCT 26 1946
FOR FILING

S-80(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

October 23, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-80(1)
Milo-Tiller Section
Tiller-Trail Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications and plans.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OCT 25 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 8 1946
FOR FILING

S-80-1

September 30, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work covering the placing of a rubble masonry wall between Stations 1207+37 and 1207+60 on the Mile-Tiller Section of the Tiller-Trail Secondary Highway in Douglas County, Contract No. 2789, in connection with Federal Aid Project No. S-80 (1).

This work is necessary to stabilize fill footings at this point where the Umpqua River has undermined a large live oak tree causing it to break out of the bank. The current here makes it necessary to reinforce the bank.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS
Encl.

RECEIVED
APR 2 1947
FOR FILING

S-80(1)

September 26, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate on basis for project agreement for the Nile-Filler Section, Project No. S-80 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:JF
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-80 (1)

MILO-TILLER SECTION OF THE

TILLER-TRAIL SECONDARY HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 14, 1946

Roadway (Sta. 925+00 to 1234+63.8)

All Required		Clearing and Grubbing		$ 6,000.00
32	cu. yds.	Structural Excavation	$ 4.00	128.00
5	cu. yds.	Structural Excavation Below Elevation Shown	8.00	40.00
700	cu. yds.	Trench Excavation, Common	2.00	1,400.00
150	cu. yds.	Trench Excavation, Solid Rock	4.00	600.00
28,500	cu. yds.	General Excavation, Common	0.37	10,545.00
50,000	cu. yds.	General Excavation, Solid Rock	0.97	48,500.00
10,000	cu. yds.	Slide Excavation, Sta. 925 to 937+50, Unclassified	0.32	3,200.00
148,000	yd. stas.	Short Overhaul	0.02	2,960.00
4,900	C-yd. stas.	Long Overhaul	0.50	2,450.00
5.79	miles	Finishing Roadbed and Slopes	300.00	1,737.00
15	lin. ft.	18" Corr. Metal Pipe	3.00	45.00
10	lin. ft.	30" Corr. Metal Pipe	6.00	60.00
27	lin. ft.	36" Corr. Metal Pipe	7.50	202.50
110	lin. ft.	60" Corr. Metal Pipe	19.20	2,112.00
1,550	lin. ft.	18" Concrete Pipe	3.00	4,650.00
500	lin. ft.	Salvaging Culvert Pipe	1.00	500.00
24	lin. ft.	36" Half Circle Corr. Metal Pipe	6.00	144.00
150	only	Wood Sight Posts	6.00	900.00
22	cu. yds.	Class "A" Concrete	50.00	1,100.00
12	cu. yds.	Class "C" Concrete	45.00	540.00
1,400	lbs.	Metal Reinforcement	0.10	140.00
24,000	cu. yds.	Selected Roadbed Topping	0.50	12,000.00
101,400	yd. mi.	Hauling Roadbed Topping	0.15	15,210.00
4,800	cu. yds.	3/4" - 0" Crushed Material in Base	3.00	14,400.00
400	M-gals.	Sprinkling	3.00	1,200.00
5.79	miles	Preparation of Base	100.00	579.00
1,350	cu. yds.	Furnishing and Placing Aggregate	4.00	5,400.00
90	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	37.00	3,330.00

February 7, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing a copy of test report for the gravel deposit located 3½ miles northeast of Tiller, which deposit was specified as one source of topping material for the Mile-Tiller Section, Project No. S-80 (1).

In our letter of February 1, 1946, transmitting other test reports, mention was made concerning the submission of this report as soon as available.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS
Encl.

February 1, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies each of special provision pages numbers 19 and 20 for the Milo-Tiller Section, Project No. S-80 (1), which pages have been revised by deleting one of the stock pile sites listed in the previous specifications under the subheads "Tentative Plan of Distribution" and "Division of Quantities by Sizes."

Very truly yours,

C. H. McCullough
Assistant State Highway Engineer

JWM:GS

Encl.

February 1, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with your request by telephone, we are enclosing test reports for gravel deposits at Mile Points 13.32, 19.5 and 20.3 on the Mile-Tiller Section, Project No. S-80 (1).

No test report is available for the deposit located approximately 3.65 miles northeast of the end of project. This report will be submitted as soon as available.

Very truly yours,

C. H. McCullough
Assistant State Highway Engineer

JWM:GS

Encl.

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

January 31, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In order to clear the P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-80(1), Milo - Tiller Section of the Tiller - Trail Highway, please furnish us with copies of test reports covering the sources of roadbed topping and surfacing material listed in the plans and special provisions.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 1 1946
OREGON
STATE HIGHWAY COMMISSION

January 28, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Milo-Tiller Section, Project No. S-80 (1).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

The country traversed by this project is wooded and the natural pleasing appearance of the roadside, in our opinion, would not be improved by planting of trees and shrubs. Also, the climatic conditions are such to promote growth of natural grasses on the cut and fill slopes. For these reasons, no landscaping work is contemplated.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWM:GS
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-80 (1)

MYLO-FULLER SECTION OF THE

FULLER-TRAIL SECONDARY HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 28, 1946

All Required		Lands, Rights of Way, Etc.		$ 5,000.00
Roadway (Sta. 925+00 to 1234+63.8)				
All Required		Clearing and Grubbing		$ 5,000.00
30	cu. yds.	Structural Excavation	$ 5.00	150.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
700	cu. yds.	Trench Excavation, Common	2.00	1,400.00
150	cu. yds.	Trench Excavation, Solid Rock	5.00	750.00
28,500	cu. yds.	General Excavation, Common	.30	8,550.00
50,000	cu. yds.	General Excavation, Solid Rock	1.00	50,000.00
10,000	cu. yds.	Slide Excavation, Stations 925 to 937 50, Unclassified	.30	3,000.00
148,000	yd. stas.	Short Overhaul	.02	2,960.00
4,900	C-yd. stas.	Long Overhaul	.40	1,960.00
5.79	miles	Finishing Roadbed and Slopes	350.00	2,026.50
15	lin. ft.	18" Corr. Metal Pipe	3.50	52.50
10	lin. ft.	30" Corr. Metal Pipe	5.00	50.00
27	lin. ft.	36" Corr. Metal Pipe	7.00	189.00
110	lin. ft.	60" Corr. Metal Pipe	16.00	1,760.00
1,550	lin. ft.	18" Concrete Pipe	3.00	4,650.00
500	lin. ft.	Salvaging Culvert Pipe	1.00	500.00
24	lin. ft.	36" Half Circle Corr. Metal Pipe	5.00	120.00
150	only	Wood Sight Posts	4.00	600.00
22	cu. yds.	Class "A" Concrete	45.00	990.00
12	cu. yds.	Class "C" Concrete	45.00	540.00
1,400	lbs.	Metal Reinforcement	.08	112.00
24,000	cu. yds.	Selected Roadbed Topping	.50	12,000.00
101,400	yd. mi.	Hauling Roadbed Topping	.12	12,168.00
4,800	cu. yds.	3/4" - 0" Crushed Material in Base	2.50	12,000.00
400	M-gals.	Sprinkling	2.00	800.00
5.79	miles	Preparation of Base	200.00	1,158.00

1,350	cu. yds.	Furnishing and Placing Aggregate	$3.50	$ 4,725.00
90	tons	Furnishing and Placing HS-3 Asphalt in Binder Course	32.00	2,880.00
80	tons	Furnishing and Placing 200-300 Asphalt	32.00	2,560.00
		Subtotal		$133,700.00
		10% Engr. & Cont.		13,370.00
		Total		$147,070.00

Length of Roadway	5.789 miles
Length of Bridge (Exception)	.041 mile
Cost per mile, Roadway	$25,405.07

SUMMARY OF FUNDS

	Total Cost	Federal Secondary Funds	State Funds
Lands, Rights of Way, Etc.	$ 5,000.00	$ 2,450.00	$ 2,550.00
Construction	147,070.00	83,150.00	63,920.00
	$152,070.00	$85,600.00	$66,470.00

MILO-TILLER SECTION

PROJECT NO. S-80 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 28, 1946

RECEIVED
JUN 4 1946
FOR FILING

S80-1

#2789

May 31, 1946

Mr. C. J. Eldon
Contractor
P. O. Box 5685, Kenton Station
Portland 3, Oregon

Dear Sir:

I regret very much that previous commitments, which require me to make two trips to the East during June, prevent me from accompanying you to the Tiller-Trail Highway to investigate the classification between Stations 925+00 and 937+50, but Mr. Smith will arrange to go in this particular instance. Please advise the time you wish to make the trip.

Very truly yours,

R. H. Baldock
State Highway Engineer

[redacted]
cc Mr. M. G. Smith

C. J. ELDON
CONTRACTOR

P. O. BOX 5686, KENTON STATION
Portland, Oregon

RECEIVED
1946

27 May 1946.

Mr. R. H. Baldock,
Oregon State Highway Engineer,
Salem, Oregon.

Subject: Estimate No. 1,
Contract No. 2789
Tiller-Trail Highway.

Dear Sir:

Exception has been taken to the classification of the excavations between stations numbered 925+00 and 938+00 as was noted on the progress estimate No.1, May 15, 1946. subject reference.

The section between stations 925+00 and 937+50 consists of a rocky bluff along which a one-lane road has been made.

This contract contemplates widening that lane to standard road width, plus four feet, by excavating into the side of the bluff. The road prism is staked for 1/4 to 1 slope - the overbreak or slide materials to be called "Slide Excavation."

It is the contention that the entire staked road prism is and should be classed as "Solid Rock". In the estimate submitted only some 33% of the road prism was noted as "Solid Rock"

This matter is brought to your attention at this time for the reason that it can now be seen in its natural state. If we wait until the work shall be been done and the prism excavations covered over with the slide materials then it will be more or less a 'Guess'.

Will you examine this matter with me?

Yours very truly,

C. J. ELDON, Contractor.

By C. J. ELDON

CJE/E

RECEIVED
MAY 28 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 7 1946
FOR FILING

S 80-1

May 28, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering the placing of heavy rock along toe of fill, Stations 936+10 to 937+20, on the Milo-Tiller Section, Contract No. 2789, in connection with F. A. Project No. S-80 (11).

This work is necessary to protect the fill against erosion.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS
Encl.

Mr. W. F. Wilson
P. O. Box 7505
Portland 3, Oregon

Dear Sir:

We are in receipt of your letter of May 23, in which you take exception to the classification of excavation between Stations 925+00 and 937+00 on estimate No. 1 on the Tiller-Trail Section, contract No. 2789.

Your letter is being referred to our Construction Engineer, H. G. Smith. In the meantime, the voucher on estimate No. 1, which you have signed, is being put through for payment in the amount of $2,344.75, to avoid delay in payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

cc to H. G. Smith

RECEIVED
FOR FILING

S-80(1)

April 29, 1946

Mr. C. J. Elden
P. O. Box 5686, Kenton Station
Portland, Oregon

Dear Sir:

In compliance with your request of April 27, we are today mailing, under separate cover, one set of specifications for each of the following contracts:

Mile-Tiller Section of Tiller-Trail Highway, Contract No. 2789
Waldport Rock Production Project, Contract No. 2792

Very truly yours,

R. H. Baldock
State Highway Engineer

MCW:GS

C. J. ELDON
CONTRACTOR

P. O. BOX 5686, KENTON STATION
Portland, Oregon
27 April 1946.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you kindly mail me an extra copy of the specifications covering

1. The Milo-Tiller Section fo the Tiller- Trail Highway. Cont. # 2789.
2. The "Waldport Rock Production Project." Conotract No. 2792.

These extra copies of the contract are to be kept on the job for the information of the job superintendents.

Very truly yours,

C. J. ELDON

Mailed 4/29/46 A

RECEIVED
APR 29 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 6 1946
FOR FILING
S-80(1)

April 8, 1946

Mr. C. J. Eldon
P. O. Box 5686
Portland 3, Oregon

Dear Sir:

We are sending you today, by express, two fully executed copies of contracts which were awarded to you on March 12, 1946, by the State Highway Commission, as follows:

Contract No. 2788, covering construction of Bridge over Coffey Creek on the Tiller Trail Secondary Highway.

Contract No. 2789, covering grading, surfacing and oiling on the Milo-Tiller Section of the Tiller-Trail Secondary Highway.

These copies are for your records and files.

We are also sending executed copies to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

RECEIVED
[illegible]
FOR FILING

S 80-1

March 14, 1946

Mr. C. J. Eldon
P. O. Box 5686
Portland 3
Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2789, which was awarded to you by the State Highway Commission on March 12, 1946, covering grading, surfacing and oiling on the Mile-Tiller Section of the Tiller-Trail Secondary Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Sent by Express 3-14-46
Receipt

RECEIVED
JUN 18 1946
FOR FILING

S 80-1

2789

March 13, 1946

Mr. S. J. Hiden
3401 N. Columbia Boulevard
Portland 3, Oregon

Dear Mr. Hiden:

Confirming our telegram to you of yesterday, the State Highway Commission awarded to you yesterday the contracts for the Coffey Creek Bridge on the Tiller-Trail Secondary Highway and the Mile-Tiller Section of the Tiller-Trail Highway, both projects in Douglas County. These awards were based on your low bids submitted on February 26, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc
cc - Mr. S. H. Probert
Mr. G. S. Pearson

5 x C

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER	X	NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

FILES

1007

$

AGENDA

APR 4 S 946

CHECK

ACCOUNTING INFORMATION

TIME FILED

F

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

5:00 p.m.
March 12 1946

To O. J. Kidon

Care of or Apt. No.

Street and No. 3101 N. Columbia Boulevard

Place Portland 3, Oregon

State Highway Commission awarded you today contracts for Coffey Creek Bridge on Tiller-Trail Secondary Highway in Douglas County and Milo-Tiller Section of the Tiller-Trail Highway in Douglas County based on your low bids submitted February 26, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
STATE HIGHWAY COMMISSION

cc

Charge

Sender's name and address
(For reference only)

Sender's telephone number

S-80 (1)

RECEIVED 3789

FOR FILING

WESTERN UNION

1201

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

A. N. WILLIAMS
PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PR229 21/20 GOVT=WUX PORTLAND ORG 12 312P

1946 MAR 12 PM 3 35

R H BALDOCK STATE HIGHWAY ENGINEER=

REYOURTEL WE HEREBY CONCUR IN AWARD CONTRACT TODAY FOR OREGON S-80/1/ MILO - TILLER PROJECT TO C J ELDON LOW BIDDER=

T M DAVIS PRA PORTAND.

S-80/1/ MILO

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

FOR VICTORY BUY WAR BONDS TODAY

SALEM, OREGON. MARCH 12, 1946

T. M. DAVIS
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
PORTLAND 8, OREGON

REQUEST YOUR CONCURRENCE IN AWARD TODAY OF CONTRACT FOR MILO-TILLER PROJECT TO

C. J. ELDON, PORTLAND. ALL RIGHTS OF WAY ARE ACQUIRED

R. H. BALDOCK

WU TELEGRAM
11:45 AM

RECEIVED
JAN 31 1946
FOR FILING

January 28, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Mile-Tiller Section, Project No. S-80 (1).

Five bid proposals and one set of blueprint plans are being sent under separate cover.

The country traversed by this project is wooded and the natural pleasing appearance of the roadside, in our opinion, would not be improved by planting of trees and shrubs. Also, the climatic conditions are such to promote growth of natural grasses on the cut and fill slopes. For these reasons, no landscaping work is contemplated.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWN:GS
Encl.

F-98(4) Spencer Cr.-Agate Beach Sec., 1946
Oregon Coast Hwy.
#2790

RECEIVED
AUG 31 19
FOR FILING

718-(4)

2790

August 30, 1948

Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

Gentlemen:

This to advise you that State Highway Contract No.2790, for grading on the Spencer Creek-Agate Beach Section of Oregon Coast Highway in Lincoln County, has been completed by the contractor, Berbe Bros., and that final payment in the amount of $8,935.51 will be made on or after September 9, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $293,944.81, and that no force account work was performed therein. This contract was completed December 6, 1947 and accepted by the Commission March 12, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Harvey Wells-Reed Ins.Agency
Failing Bldg.,
Portland 4, Oregon

NOTED ON CARD
8-30-48 gk

W.C. Williams

August 23rd, 1948

FINAL COST ANALYSIS

Spencer Creek-Agate Beach — Oregon Coast Highway
Contract No. 2790 — Project No. 21-1118
Earle Bros., Contractors
S. F. Valters, Resident Engineer

7-15 (4)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Earnings
Clearing & Grubbing	All				$22,940.86	$42,000.00
Struct. Excavation	11,895.76	Cu. Yd.	$1.35	$2.00	16,168.55	23,791.52
Trench Excavation	5,254.18	" "	0.52	2.00	2,732.55	10,508.36
General Excavation, Unclassified	616,820.2	" "	0.163	0.19	100,703.31	117,195.84
Short Overhaul	1,383,949	Yd. Sta.	0.007	0.005	9,808.51	6,919.75
Long Overhaul	13,934	C-Yd. Sta.	0.35	0.50	4,876.90	6,967.00
Finishing R/W & Slopes	3.1	Mile	485.00	500.00	1,503.50	1,550.00
Rounding Cutbanks	14,871	Lin. Ft.	0.07	0.15	1,036.00	2,230.65
8" Perf. Metal Pipe	9,089	" "	1.30	1.25	11,796.50	11,361.25
12" Concrete Pipe	414	" "	1.47	2.00	608.58	828.00
18" " "	1,569	" "	2.48	3.00	3,891.12	4,707.00
36" Ex. Str. Conc. Pipe	276	" "	8.29	9.00	2,288.97	2,484.00
Salvaging Culvert Pipe	18	" "	2.00	2.00	36.00	36.00
Rock Backfill in Drains	2,768	Cu. Yd.	3.99	2.00	11,034.87	5,536.00
*Class "A" Concrete	664.57	" "	42.50	42.50	28,244.23	28,244.23
*Metal Reinforcement	118,597	Lb.	0.08	0.08	9,487.76	9,487.76
Riprap	1,187.2	Cu. Yd.	1.84	5.00	2,182.76	5,936.00
3"-0" Mat'l. in Base	2,584	" "	2.43	3.00	6,285.58	7,752.00
3/4"-0" Mat'l. in Base	346	" "	2.43	3.00	841.64	1,038.00
PA #1, Selected Backfill in Place	624	" "	1.17	2.00	730.08	1,248.00
*PA #2, Articulated Joints	8	Each	5.00	5.00	40.00	40.00
*PA #3, 4" Weep Holes	158	"	0.80	0.80	126.40	126.40
PA #4, 8" Corr. Metal Pipe	842	Lin. Ft.	1.56	1.68	1,313.52	1,414.56
PA #5, Short Overhaul	10,232	Yd. Sta.	0.007	0.005	71.62	51.16
PA #6, Long Overhaul	2.5	C-Yd. Sta.	0.35	0.50	0.88	1.25

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #6, 1½" Cr. Rock in Stockpile	1,259.31	Cu. Yd.	$1.75	$1.75	$2,203.79	$2,203.79
PA #7, Purchase Excess Pipe:						
8" Perf. Metal Pipe	145	Lin. Ft.	1.27	1.27	184.15	184.15
8" Perf. Metal Pipe Tees	2	Each	7.21	7.21	14.42	14.42
18" Concrete Culvert Pipe	51	Lin. Ft.	1.72	1.72	87.72	87.72
					$241,174.63	$293,944.81

* Sub-Contracted to O.C. Yocum

Gross Revenue	$293,944.81
Total Cost	241,174.63
Net Profit	$52,770.18

Net Profit Equals 18.0% of Gross Revenue

Spencer Creek-Agate Beach

Detail of Cost

Labor:

Supervision	$10,549.70	
Labor	63,900.65	
State Industrial Accident Insurance	1,667.10	
Unemployment Insurance	1,104.01	
Social Security	674.50	
		$77,895.96

Materials:

8" Perf. Corr. Metal Pipe	9,089	lin. ft. at	$0.84	$7,634.76
8" Bands	454	each at	$1.21	549.34
8" Perf. Corr. Metal Pipe P.A.'s #4 & #7	1,000	lin. ft. at	$1.27	1,270.00
8" Bands P.A.'s #4 & #7	47	each at	$1.72	80.84
8" Tees	12	each at	$7.21	86.52
8" Wyes	5	each at	$12.56	62.80
12" Concrete Pipe	414	lin. ft. at	$0.72	298.08
18" " "	1,620	" " "	1.72	2,786.40
36" Ext. Str. Conc. Pipe	276	" " "	4.96	1,368.96
Rock Backfill	67	cu. yd. "	2.00	134.00
Royalty on Riprap	1,187	" " "	0.50	593.50
				14,865.20

Equipment Rental & Miscellaneous Expense:

Equipment Rental	$63,033.24	
Gas, Oil & Grease	12,854.66	
Move In, Freight & Cartage	1,971.46	
Explosives	1,698.05	
Drill Steel	186.02	
Miscellaneous Supplies & Small Tools	2,782.10	
P.U.C.	162.26	
Public Liability Insurance	4,677.76	
Bond	2,153.55	
Office Expense & General Overhead	8,614.19	
		98,133.29

Payments to O. C. Yocom, Sub-contractor for Box Culverts:

Class "A" Concrete	664.57	cu. yd. at	$42.50	28,244.23
Metal Reinforcement	118,597	lbs. at	$0.08	9,487.76
Articulated Joints	8	each at	$5.00	40.00
Weep Holes	158	each at	$0.80	126.40
				37,898.39

Work Done by Oscar Joelsen:

Rock Backfill Mat'l.	3,960.31	cu. yd. at	$1.75	$6,930.54
3"-0" Crushed Rock	2,584	" " "	1.75	4,522.00
3/4"-0" Crushed Rock	346	" " "	1.75	605.50
Placing Base Rock	1,295	" " "	0.25	323.75
				12,381.79

Total Cost $241,174.63

Spencer Creek-Agate Beach

Remarks:

This contract, which required the grading of a 3.1-mile section of the Oregon Coast Highway, was bid on February 25th, 1946, and awarded on March 25th. The contractor started the work on April 11th, 1946, and completed the project on December 6th, 1947.

Clearing consisted of medium size spruce and hemlock and very heavy underbrush. The contractor used 3 cats equipped with brush dozers and a hand labor crew averaging 10 men. Larger trees were felled and the stumps blasted while smaller growth was rooted out and piled by the dozers. The bid price averaged $490.00 per acre and the cost was $278.00 per acre.

The grading consisted principally of sandy common material although solidified clay which required ripping was encountered in the bottoms of some of the cuts. The general excavation did not require shooting but almost all of the structural excavation for the 8" perforated drain pipe was in the solidified blue clay and required drilling and shooting.

Excavation was moved with from 3 to 4 cats pulling 12- to 25-yard carryalls and with 2 12-yard tournapulls. A 1-yard shovel equipped with a dragline bucket excavated for box culverts and channels and a ½-yard shovel equipped with a hoe attachment was used for digging structural excavation. The contractor made a fair profit on the excavation items although there were frequent delays due to wet weather.

Crushed rock for backfill and detour surfacing was produced in the state quarry at Iron Mountain by Oscar Joelsen. The box culverts were subcontracted to O. C. Yocom at the contractor's bid prices.

Most of the equipment used on the work was new and the older equipment was in very good condition. The excellent profit made on the job was due to the good equipment used and to intelligent supervision.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

August 23rd, 1948

RECEIVED AUG 31 FOR FILING

FINAL COST ANALYSIS

...r Creek-Agate Beach
...ject No. 2790

Berke Bros., Contractors
S. F. Walters, Resident Engineer

Oregon Coast Highway
Prefix 21-1118

Item 2790	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$22,940.86	$42,000.00
Struct. Excavation	11,895.76	Cu. Yd.	$1.35	$2.00	16,102.55	23,791.52
Trench Excavation	5,254.18	" "	0.52	2.00	2,732.50	10,508.36
General Excavation, Unclassified	616,820.2	" "	0.163	0.19	100,703.31	117,195.84
Short Overhaul	1,383,949	Yd. Sta.	0.007	0.005	9,808.51	6,919.75
Long Overhaul	13,934	C-Yd. Sta.	0.35	0.50	4,876.90	6,967.00
Finishing R/B & Slopes	3.1	Mile	485.00	500.00	1,503.50	1,550.00
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8" Perf. Metal Pipe	9,089	" "	1.30	1.25	11,796.50	11,361.25
12" Concrete Pipe	414	" "	1.47	2.00	608.58	828.00
18" " "	1,569	" "	2.48	3.00	3,891.12	4,707.00
36" Ex. Str. Conc. Pipe	276	" "	8.29	9.00	2,288.97	2,484.00
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*PA #2, Articulated Joints	8	Each	5.00	5.00	40.00	40.00
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					$241,174.63	$293,944.81

* Sub-Contracted to O.C. Yocom

Gross Revenue	$293,944.81
Total Cost	241,174.63
Net Profit	$52,770.18

Net Profit Equals 18.0% of Gross Revenue

Spencer Creek-Agate Beach

Detail of Cost

Labor:

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Social Security	674.50	
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3/4"-0" Crushed Rock	346	" " " 1.75	605.50	
Placing Base Rock	1,295	" " " 0.25	323.75	
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Total Cost $241,174.63

Spencer Creek-Agate Beach

Remarks:

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E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
FOR FILING

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

F 98 (4)

2790

October 20, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	14652	2790	20-Final	Berke Bros.	8,935.51	337234	
2.							
3.							
4.							
5.							
6.							
7.				Mr. Glaisyer:			
8.				This job accepted and time extension without penalty.			
9.							
10.				aew			
11.							
12.							

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____ Secretary

NOTED ON CARD

10-20-48 JC

RECEIVED
APR 16 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

F-78 (4)

#2790

#453 25

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 15, 1948

SUBJECT:

To: Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Department
O f f i c e

Dear Sir:

With reference to Record of Assignment No. 453, WCW, pertaining to the maintenance of the Spencer Creek-Agate Beach Section of the Oregon Coast Highway, I am attaching hereto a copy of Mr. Eason's report on this matter.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A. Pease

Edwin A. Pease
Construction Office Engineer

NOTED
W. C. WILLIAMS

EAP:ER

Enc.

ASSIGNMENT No. 453
WCW

DESCRIPTION: Let. 4/8/48 from Baldock re. two sections of Spencer Cr.-Agate Beach Road which are not being maintained.

DATE: 4/9/48 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 4-15-48 dlw

REMARKS:

FORM E-90 2SM 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1948

SUBJECT:

To: Mr. W. C. Williams

I noted in traveling from Salem to Newport last week that the two sections of the Spencer Creek-Agate Beach road which are under contract and which the contractor is required to maintain are not maintained. I saw the grader sitting along the road Friday afternoon and it was still at the same spot when I returned Saturday afternoon.

R. H. Baldock

RHB:hi

RECEIVED
APR 10 1948
OFFICE OF ENGINEER

NOTED
W. C. WILLIAMS

RECEIVED
APR 16 1948
FOR FILING
FORM E-90 REM 12-47

F-98(4)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1948

21-1118

SUBJECT:

To: Mr. H. G. Smith,
Construction Engineer.

Dear Sir:

Referring to Mr. Baldock's memorandum regarding the maintenance of the Spencer Creek-Agate Beach Section, I can report that the contractor has resumed operations on his contract and the work will be pushed to as speedy a completion as possible.

I talked to Mr. Calkins on last Friday and the matter of maintenance was brought up. Mr. Walters and myself insisted that he must blade these sections under traffic every day and he agreed that this would be done.

Yours very truly,

F. D. EASON,
Division Engineer.

NOTED
W. C. WILLIAMS

FDE:AM
cc Mr. S. F. Walters

RECEIVED
APR 14 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 9 1948
FOR FILING

F-98 (4)

#2790

Salem, Oregon
April 8, 1948

Mr. W. C. Williams

I noted in traveling from Salem to Newport last week that the two sections of the Spencer Creek-Agate Beach road which are under contract and which the contractor is required to maintain are not maintained. I saw the grader sitting along the road Friday afternoon and it was still at the same spot when I returned Saturday afternoon.

R. H. Baldock

RHB:hi

RECEIVED
MAR 31 1948
FOR FILING

F-98(4)

March 30, 1948

Berke Bros.
7923 N. E. Halsey St.
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 12, 1948, had under discussion your request for an extension of time of 67 days, from October 1 to December 6, 1947, within which to complete your contract No. 2790 for grading on the Spencer Creek-Agate Beach Section of Oregon Coast Highway in Lincoln County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason,
Division Engineer

H. G. Smith

NOTED ON CARD

3-30-48 gl

RECEIVED
MAR 24 1948
FOR FILING

F-98(4)

March 23, 1948

Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Berke Brothers on contract No. 2790, covering the Spencer Creek-Agate Beach Section of the Oregon Coast Highway in Lincoln County. This payment, in the amount of $4,920.04, will be made on or after April 2, 1948. The retained percentage is $8,814.72.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Harvey Wells-Reed Ins. Agency, Agent
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD

3-23-48 SF

RECEIVED
FEB 17 1948
FOR FILING

F-98(4)

February 13, 1948

Request for Extension of Time
No. 4
March 15 and 16 meeting.

Oregon State Highway Commission

Gentlemen:

I attach hereto request of Burke Bros. for an extension of time from October 1, 1947 to December 6, 1947 on their contract No. 2790, Spencer Creek-Agate Beach section, Oregon Coast Highway in Lincoln County.

The surfacing for this section was let under separate contract to Loyd Calkins and included a small amount of grading at the north end of the job to provide a connection onto the new job. Since the work was closely tied in with Burke Bros. grading job it seemed desirable for Mr. Calkins to sublet the grading work to Burke Bros. This deferred work on the Spencer Creek-Agate Beach Section to the extent that the early fall rains rendered it impossible for them to complete their own project on time. The work performed on the Calkins contract by Burke Bros. was to the best interest of the State and it is, therefore, recommended that the extension of time, as requested, be granted without penalty. This recommendation is concurred in by Mr. T. M. Davis, District Engineer, Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - W. C. Williams
H. G. Smith

RECEIVED
FEB 10 1948
FOR FILING

F-98(4)

February 6, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2790, Spencer Creek-Agate Beach Section of the Oregon Coast Highway, F-98 (4), from October 1, 1947, to December 6, 1947, to Berke Brothers, contractors.

The surfacing on this project, which was let under separate contract to Lloyd Calkins, included a small amount of grading at the north end of the job to provide a suitable connection onto the new job. Since this work was closely tied in with Berke Brothers grading project, and had to be done during the dry weather, it was desirable for Mr. Calkins to sublet the work to Berke Brothers, and have them defer work on the Spencer Creek-Agate Beach Section until his grading was completed. The unusually early fall rains caused some delay and prevented Berke Brothers from getting back to their own work and completing it before December 6.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JAN 27 1948
FOR FILING
OREGON DISTRICT
F-98(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

files

January 23, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Form PR-47-A forwarded with your letter of January 21 for the grading portion of Oregon Project F-98(4), Spencer Creek - Agate Beach.

The form will be held in this office pending receipt of similar form for the bridge (Averill) contract on the project, completed December 19, 1947. Early submission of the bridge Form PR-47-A will be appreciated.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 26 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 19 1947
FOR FILING

E-97-4

#2790

December 19,1947

Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

Gentlemen:

You are advised it is the intention of the State Highway Commission to release to Berke Brothers a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2790, covering work on the Spencer Creek-Agate Beach Section of the Oregon Coast Highway in Lincoln County. This payment, which is in the amount of $11,651.96, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $8,614.19. The present payment to the contractor will be made on or after December 29, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Harvey Wells-Reed Insurance Agency, Agent
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD

12-19-47 GK

RECEIVED
DEC 15 1947
FOR FILING

F-98 (4)

December 12, 1947

Mr. T.H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on December 6, 1947 on Contract No. 2790, Spencer Creek - Agate Beach Section in connection with Federal Aid Project No. F-98 (4).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

cc: Oscar Cutler
HEP:md

Form E-1—5M—8-47

F-98 (4)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 6, 1947, 19....

Section Spencer Creek-Agate Beach — Kind of work Grading

Highway Oregon Coast — Section prefix 21-1118

Contractor Berke Bros. — Contract number 2790

Date of Contract March 25, 1946, 19.... — Date of completion May 31, 1947, 19....

Date work started April 11, 1946, 19.... — Estimated date of completion Dec. 6, 1947, 19....

Amount of contract . . . . . $ 279,810 — Per cent of time elapsed 144 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 280,000

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 19,500, 7% — Date project was completed 12-6-47, 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished the small amount of grading and roadbed finishing on the north end and a small amount of cut bank rounding on the south end.

Semi*Final on this project woll be late and it may be necessary to request payment in lieu of exchange time and vacation time for personnel on account of shortage of help and overlapping of continuing construction projects.

RECEIVED
DEC 12 1947
ENGINEER

NOTED
EARLE

Signed S Mallen

Address Newport

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.1				
Miles partially completed					
Miles completed	5.1				
Total estimated quantities	651,000				
Estimated quantities moved or placed to date	651,000				
Average daily quantities	1555				
Average daily quantities necessary to complete project on time	Complete				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers....., Mixers....., Crushing or screening plants.....

Compressors....., Bulldozers 1, Sheep-foot rollers....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	shrs		
Tuesday	"		
Wednesday	Rain		
Thursday	Fair		
Friday	Fair		
Saturday	Shrs		

RECEIVED
OCT 16 1947
FOR FILING

F-98(4)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 14, 1947

SUBJECT: Extension of Time
on Spencer Creek Bridge

To: Mr. W. C. Williams
Asst. State Highway Engineer
O f f i c e

Dear Sir:

Herewith a request for an extension of time, from September 30, 1947 to December 30, 1947, for the completion of the Spencer Creek Bridge on the Oregon Coast Highway north of Newport. You will note that I am recommending that an extension of time to and including November 15 be allowed the contractor without penalty. Our investigations show that approximately 45 days' delay was caused the contractor by the necessity to rebuild the old cofferdams and to drive additional foundation piling. Under our specifications the contractor was warned that this work might be required but that, if it were, it would be considered as extra work. I am further recommending that any time used by the contractor after November 15 he be required to reimburse the State for the cost of engineering.

This recommendation is accompanied by the concurrence of the Public Roads Administration.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached
cc W. A. Reeves

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AUG 11 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

F-98(4)

July 28, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-98(4)
Spencer Creek- Agate

Dear Sir:

We are forwarding herewith for your files and executed copy of an agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

Encl.

RECEIVED
JUL 29 1947
OREGON
STATE HIGHWAY COMMISSION

For

Form 2 (Revised 1946)

State [redacted] WASpr 7285

Federal 214 Project No. S-98(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of July, 19 47,
by and between The Oregon State Highway Commission
, constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 19 45, a project statement, which was approved on the 4th day of September, 19 45, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of February, 19 46; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred thousand and 00/100
dollars ($ 200,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 589, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 719+10 in Section 5, T. 10 S., R. 11 W., W.M., and survey station 698+50 in the NW 1/4, Section 29, T. 10 S., R. 11 W., W.M., except stations 721+31 - 724+00.

, length 3.134 miles, in Lincoln County, being Oregon Federal Aid project No. S-58(4), consisting of 3.100 miles of roadway and one bridges, each of more than 20 feet clear span, 0.034 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED
JUL 21
OREGON DIST.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred thousand and 00/100 dollars ($ 200,000.00), which does not exceed the authorized Federal pro rata share of three hundred fifty-six thousand, three hundred sixteen and 50/100 dollars ($ 356,316.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1959

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreement with [illegible]

ment for project No. [illegible]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[illegible] STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T. H. Banfield
[illegible], State Highway Commission
(Title of officer)

By A. W. Laraugh
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

Attest: [illegible]
SECRETARY

By _____
(Title of officer)

By _____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
JUL 21 1947
OREGON DISTRICT

RECEIVED
JUN 27 1947
FOR FILING
F-98(4)

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

June 26, 1947

P.O. Box 3900
[redacted]
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-98(4)
Spencer Creek-Agate Beach Sec.
Oregon Coast Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with plans and specifications for the roadway contract. Similar data for the bridge contract were previously forwarded.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
JUN 27 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 24 1947
FOR FILING
F-98 (4)

June 23, 1947

Earle Bros.
7923 S.E. Kelsey St.
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 16, 1947, had under discussion your request for an extension of time of 121 days, from June 1 to October 1,1947, within which to complete your contract No. 2750, for the Spencer Creek-Agate Beach Section of the Oregon Coast Highway in Lincoln County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

I wish also to bring to your attention action taken by the Highway Commission at its meeting on June 16, 1947, with respect to the matter of allowing contractors extensions of time for completion of their work. You will recall that during the wartime emergency when there was a shortage of labor and materials the Commission was very lenient and granted all requests for extensions of time, without penalty. The Commission considers that the conditions which prompted such action no longer exist, and in view thereof decided to penalize contractors for failure to complete their projects within the specified time limit, unless there is some special reason why the work could not be completed within such period. I do not know just what penalty will be imposed, but mention the action of the Commission so that you will be informed and can take such action as may be necessary to avoid it.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F.D.Eagon

RECEIVED
JUN 7 1947
FOR FILING
F-98 (4)

June 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In response to your inquiry by telephone, this will advise that construction operations on the Spencer Creek-Miner Creek Project, F-98 (4), were resumed on April 28, 1947.

Pay roll transcripts for the weeks ending May 3 and May 10 were mailed to you on May 26th.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:lh

RECEIVED
JUN 13 1947
FOR FILING

F-22-4

June 12, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate on basis of project agreement for the Spencer Creek - Agate Beach Section, Project No. F-93 (4).

Very truly yours,

H. H. Baldock
State Highway Engineer

JHB:HH
Encl.

Oregon State Highway Department — Federal Aid Project No. F-98 (4)

SPENCER CREEK-AGATE BEACH SECTION
OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 28, 1947

Roadway (Sta. 734+80 to 898+50.0) (Contract No. 2790)

All Required		Clearing and Grubbing		$ 42,000.00
10,000	cu. yds.	Structural Excavation, Unclassified	$ 2.00	20,000.00
1,000	cu. yds.	Trench Excavation, Unclassified	2.00	2,000.00
620,000	cu. yds.	General Excavation, Unclassified	0.19	117,800.00
1,480,000	yd. sta.	Short Overhaul	0.005	7,400.00
23,000	C-yd.sta.	Long Overhaul	0.50	11,500.00
3.10	miles	Finishing Roadbed and Slopes	500.00	1,550.00
20,000	lin. ft.	Rounding Cutbanks	0.15	3,000.00
9,000	lin. ft.	8" Perforated Metal Drain Pipe, Coated	1.25	11,250.00
100	lin. ft.	12" Concrete Pipe	2.00	200.00
1,500	lin. ft.	18" Concrete Pipe	3.00	4,500.00
300	lin. ft.	36" Extra Strength Concrete Pipe	9.00	2,700.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
4,000	cu. yds.	Rock or Gravel Backfill in Drains	2.00	8,000.00
780	cu. yds.	Class "A" Concrete	42.50	33,150.00
130,000	lbs.	Metal Reinforcement	0.08	10,400.00
300	cu. yds.	Riprap	5.00	1,500.00
600	cu. yds.	3" - 0" Material in Base	3.00	1,800.00
300	cu. yds.	3/4" - 0" Material in Base	3.00	900.00
20	M-gal.	Sprinkling	3.00	60.00
			Subtotal	$279,810.00
			10% Engr. & Cont.	27,981.00
			Total	$307,791.00

Spencer Creek Bridge (Sta. 719+49 to 721+31) (Contract No. 2772)

All Required		Shoring, Cribbing, Etc.		$ 4,000.00
450	cu. yds.	Structural Excavation	$ 5.00	2,250.00
All Required		Pile Load Test		600.00
2	only	Additional Pile Load Tests	300.00	600.00
450	cu. yds.	Class "A" Concrete	56.00	25,200.00
All Required		Placing Metal Reinforcement		3,600.00

3,200	lbs.	Miscellaneous Metal	$ 0.50	$ 1,600.00
380	lin. ft.	Metal Handrail	10.00	3,800.00
			Subtotal	$ 41,650.00
			10% Engr. & Cont.	4,165.00
			Total	$ 45,815.00

Length of Roadway	3.100 miles
Length of Bridge	.034 mile
Total Length	3.134 miles
Cost per mile, Roadway	$99,287.41

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$307,791.00	$174,087.00	$133,704.00
Bridge	45,815.00	25,913.00	19,902.00
	$353,606.00	$200,000.00	$153,606.00

NONPARTICIPATING ITEM

Material Furnished by State

83,402	lbs.	Metal Reinforcement	$ 0.0325	$ 2,710.56

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939
State Funds for Maintenance: Chap. 329, Laws 1939

SPENCER CREEK-AGATE BEACH SECTION

PROJECT NO. F-98 (A)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

February 25, 1946

Oregon State Highway Department — Federal Aid Project No. F-98 (4)

SPENCER CREEK-AGATE BEACH SECTION

OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 4, 1946

All Required		Lands, Rights of Way, Etc.		$ 15,000.00
Roadway (Sta. 734+80 to 898+50.0)				
All Required		Clearing and Grubbing		$ 25,000.00
10,000	cu. yds.	Structural Excavation, Unclassified	$ 1.50	15,000.00
1,000	cu. yds.	Trench Excavation, Unclassified	2.00	2,000.00
620,000	cu. yds.	General Excavation, Unclassified	.25	155,000.00
1,480,000	yd. sta.	Short Overhaul	.01	14,800.00
23,000	C-yd. sta.	Long Overhaul	.40	9,200.00
3.10	miles	Finishing Roadbed and Slopes	400.00	1,240.00
20,000	lin. ft.	Rounding Cutbanks	.12	2,400.00
9,000	lin. ft.	8" Perforated Metal Drain Pipe, Coated	1.00	9,000.00
100	lin. ft.	12" Concrete Pipe	2.00	200.00
1,500	lin. ft.	18" Concrete Pipe	3.00	4,500.00
300	lin. ft.	36" Extra Strength Concrete Pipe	7.00	2,100.00
50	lin. ft.	Salvaging Culvert Pipe	1.00	50.00
4,000	cu. yds.	Rock or Gravel Backfill in Drains	3.00	12,000.00
780	cu. yds.	Class "A" Concrete	45.00	35,100.00
130,000	lbs.	Metal Reinforcement	.07	9,100.00
300	cu. yds.	Riprap	3.00	900.00
600	cu. yds.	3" - 0" Material in Base	4.00	2,400.00
300	cu. yds.	3/4" - 0" Material in Base	4.00	1,200.00
20	M-gals.	Sprinkling	3.00	60.00
			Subtotal	$301,250.00
			10% Engr. & Cont.	30,125.00
			Total	$331,375.00

Length of Roadway 3.100 miles
Cost per mile, Roadway $106,895.16

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Fts.	$ 15,000.00	$ 7,300.00	$ 7,700.00
Construction, Roadway	331,375.00	192,200.00	131,875.00
	$346,375.00	$199,500.00	$139,575.00

SUMMARY OF FEDERAL AID WORK

SPENCER CREEK-AGATE BEACH SECTION

PROJECT NO. F-98 (4)

Former		Present			Length	
Section	Type	Type	Rdwy. Width	Sta. to Sta.	Former	Present
98(2)	100	100	-	734+80 to 735+00	.004	.004
98(1)	100	100	-	735+00 to 898+50 = (349+30 FAP 98)	3.562	3.096

February 4, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, four copies of right of way statement, and two copies of Federal-aid Work Summary to accompany plans and specifications.

One set of blueprint plans and six bid proposals are being sent under separate cover.

With reference to proposed landscaping work on this project none is contemplated until the surfacing and oiling work is completed under a later contract as a part of the three-year postwar federal-aid program.

Detailed plans for the landscaping work have not been developed, but it is anticipated the work will consist of a more or less seeding of roadbed slopes and the planting of native cuttings. The planting of native shrubs and trees may be used to advantage at some points although the project traverses a wooded area and little additional planting will be necessary. Selective cutting and pruning of existing growth in most instances will be sufficient.

It is anticipated the landscaping work will be performed soon after completion of the roadway construction.

Very truly yours,

O. D. McCullough
Assistant State Highway Engineer

JWM:GS

Encl.

SPENCER CREEK-AGATE BEACH SECTION

PROJECT NO. F-98 (4)

While negotiations for rights of way are in progress, twelve parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within twenty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

February 4, 1946

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

RECEIVED
MAR 20 1946
OREGON
STATE HIGHWAY COMMISSION

March 18, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. F-98(4), the Spencer Creek - Agate Beach Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

February 8, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. F-98(4), the Spencer Creek-Agate Beach Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld until the right of entry to unacquired Right-of-way is secured.

Yours very truly,

T. M. Davis
District Engineer

RECEIVED
FEB 9 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
IDAHO
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

January 24, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It is noted that the estimate revising the unit prices of several items submitted with your letter of January 23, 1947 on Oregon Project No. F-98(4), Spencer Creek Bridge, indicates that metal handrail is to be furnished by the State. Apparently this is an inadvertent error as you have previously advised us that the rail which was available last spring has been used on another project and, accordingly, we are deleting it from the estimate. If this is not satisfactory, please advise.

We also note that the amount of Federal funds have been changed from $199,460 to $200,000, but as the amount of the change is small, we will carry the former amount on our records until an estimate revised to contract prices is submitted.

Very truly yours,

T. M. DAVIS
District Engineer.

Okay

RECEIVED
JAN 25 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 22 1947
FOR FILING
F-7(4)

May 20, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2790, F-98 (4), Spencer Creek-Agate Beach Section of the Oregon Coast Highway, in Lincoln County, to Burke Brothers, contractors, from June 1, 1947, to October 1, 1947.

Because of extreme wetness during the period from November 15 to May 1, the contractor was unable to operate his heavy construction equipment on this project. He was also delayed due to a shortage of labor throughout the time that he was actually able to operate on this section.

I would request that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

R. H. Baldock

Cost Analysis to January 15th, 1947
Grading
Berke Bros., Contractor
S. F. Walters, Resident Engineer

Spencer Creek-Agate Beach
Contract #2790

Oregon Coast Highway
Prefix 21-1118

F-78(4)

NOTE:

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	95%				$21,062.44	$39,900.00
Struct. Excavation	4,562	Cu. Yd.	$0.69	$2.00	3,147.78	9,124.00
Trench "	2,712	" "	0.69	2.00	1,877.90	5,424.00
Gen. Excav., Unclass.	366,630	" "	0.149	0.19	54,647.66	69,659.70
Short Overhaul	712,000	Yd. Sta.	0.008	0.05	5,696.00	3,561.00
Long "	350	C-Yd. Sta.	0.35	0.50	103.25	175.00
8" Corr. Metal Pipe	532	Lin. Ft.	1.30	1.25	691.60	665.00
12" Concrete Culv. Pipe	48	" "	1.47	2.00	70.43	96.00
18" " " "	762	" "	2.48	3.00	1,889.76	2,286.00
36" Ext. Str. Conc. Pipe	276	" "	8.29	9.00	2,288.97	2,484.00
Gravel Backfill	95	Cu. Yd.	3.67	2.00	348.65	190.00
*Class "A" Concrete	664.57	" "	43.30	42.50	28,775.88	28,244.23
*Metal Reinforcement	117,087.14	Lb.	0.081	0.08	9,484.06	9,366.97
3"-0" Mat'l. in Base	786	Cu. Yd.	3.25	3.00	2,554.50	2,358.00
3/4"-0" " " "	28	" "	3.25	3.00	91.00	84.00
PA #1, Special Backfill	624	" "	1.17	2.00	730.08	1,248.00
*PA #2, Articulated Joints	8	Each	5.00	5.00	40.00	40.00
*PA #3, Weep Holes	158	"	0.80	0.80	126.40	126.40
					$133,626.36	$175,032.30

RECEIVED
MAR 18 '47
FOR FILING

Gross Revenue	$175,032.30
Total Cost	133,626.36
Net Profit	$41,405.94

Net Profit Equals 23.7% of Gross Revenue

* Sub-contracted to O. C. Yocom

Spencer Creek-Agate Beach

Detail of Cost

Labor:

Supervision	$5,363.74	
Labor	35,706.25	
State Industrial Accident Insurance	861.07	
Social Security	382.69	
Unemployment Insurance	1,148.10	
		$43,461.85

Materials:

8" Corr. Metal Pipe	532 lin. ft.	at $0.84	$446.88	
8" Bands	26 each	" 1.21	31.46	
12" Concrete Pipe	48 lin. ft.	" 0.85	40.80	
18" " "	762 " "	" 1.72	1,310.64	
36" Ext. Str. Concrete Pipe	276 " "	" 4.96	1,368.96	
Backfill Material	95 cu. yd.	" 2.00	190.00	
3"-0" Cr. Rock Del. on Job	786 " "	" 3.00	2,358.00	
3/4"-0" " " " "	28 " "	" 3.00	84.00	
				5,830.74

Equipment Rental & Miscellaneous Expense:

Equipment Rental (Owned)	$31,205.00	
" " (Hired)	395.00	
Hired Trucks (Including Drivers)	105.25	
Gas, Oil & Grease	5,599.09	
Move In, Freight & Cartage	658.51	
Explosives	828.10	
Misc. Supplies & Small Tools	551.00	
Public Liability Insurance	382.69	
P.U.C.	57.98	
Bond	1,312.74	
Field Office Expense	209.85	
General Overhead	5,250.97	
		46,556.18

Payments to O. C. Yocom, Sub-contractor:

Class "A" Concrete	664.57 cu. yd.	at $42.50	$28,244.22	
Metal Reinforcement	117,087.14 lbs.	at 0.08	9,366.97	
Articulated Joints	8 each	at 5.00	40.00	
4" Weep Holes	158 "	" 0.80	126.40	
				37,777.59

Total Cost $133,626.36

Spencer Creek-Agate Beach

Remarks:

This contract was bid on February 25th, 1946, and awarded on April 11th. On January 15th, 1947, the work was 61% completed.

Clearing consisted of medium size spruce and hemlock and very heavy underbrush. The contractor used 3 cats equipped with brush dozers and a hand labor crew averaging 10 men. Larger trees were felled and the stumps blasted while smaller growth was rooted out and piled by the dozers. By July 20th, most of this work was completed except for some burning. The bid price averaged $490.00 per acre and cost $255.00 per acre.

The grading to date has consisted mostly of sandy common material and some solidified clay which did not require shooting and so far has been excavated by the scrapers with some ripping. The contractor used 3 cats pulling single-unit carryalls ranging from 12 to 25 yd. capacities and 2 12-yard Tournapulls. Some of the scraper work did not require the assistance of a push cat in loading, but all loading of the Tournapulls was aided by a pusher. A 1-yard shovel equipped with a dragline bucket excavated for box culverts and channels. The excavation to date shows a good profit, but when work is resumed next year the cost will probably increase as harder material will be encountered in finishing the cuts which have been opened, and there may be additional move in costs.

The box culverts were sub-contracted at the contractor's bid prices to O. C. Yocom.

The contract shows a good profit at this time which the contractor should be able to hold if he can break even on the remaining work next year. Supervision has been good, and the equipment is in good condition with very low repair costs to date.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
JUN 13 1947
FOR FILING

E-92-4

January 23, 1947

Mr. C. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimate to accompany plans and specifications for the Spencer Creek Bridge, Project No. F-95 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:GH
Encl.

Oregon State Highway Department — Federal Aid Project No. F-98 (4)

SPENCER CREEK-AGATE BEACH SECTION

OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 21, 1947

Roadway (Sta. 734+80 to 809+50.0)(Contract No. 2790)

All Required		Clearing and Grubbing		$ 42,000.00
18,000	cu. yds.	Structural Excavation, Unclassified	$ 2.00	20,000.00
1,000	cu. yds.	Trench Excavation, Unclassified	2.00	2,000.00
620,000	cu. yds.	General Excavation, Unclassified	0.19	117,800.00
1,480,000	yd. sta.	Short Overhaul	0.005	7,400.00
23,000	C-yd. sta.	Long Overhaul	0.50	11,500.00
3.10	miles	Finishing Roadbed and Slopes	500.00	1,550.00
20,000	lin. ft.	Rounding Cutbanks	0.15	3,000.00
9,000	lin. ft.	8" Perforated Metal Drain Pipe, Coated	1.25	11,250.00
100	lin. ft.	12" Concrete Pipe	2.00	200.00
1,500	lin. ft.	18" Concrete Pipe	3.00	4,500.00
300	lin. ft.	36" Extra Strength Concrete Pipe	9.00	2,700.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
4,000	cu. yds.	Rock or Gravel Backfill in Drains	2.00	8,000.00
780	cu. yds.	Class "A" Concrete	42.50	33,150.00
130,000	lbs.	Metal Reinforcement	0.08	10,400.00
300	cu. yds.	Riprap	5.00	1,500.00
600	cu. yds.	3" - 0" Material in Base	3.00	1,800.00
300	cu. yds.	3/4" - 0" Material in Base	3.00	900.00
20	M-gals.	Sprinkling	3.00	60.00
			Subtotal	$279,810.00
			10% Engr. & Cont.	27,981.00
			Total	$307,791.00

Spencer Creek Bridge (Sta. 719+49 to 721+31)

All Required		Shoring, Cribbing, Etc.		$ 1,500.00
450	cu. yds.	Structural Excavation	$ 7.00	3,150.00
All Required		Pile Load Test		1,200.00
2	only	Additional Pile Load Tests	200.00	400.00
450	cu. yds.	Class "A" Concrete	52.00	23,400.00
All Required		Placing Metal Reinforcement		2,520.00

3,200	lbs.	Miscellaneous Metal	$ 0.60	$ 1,920.00
380	lin. ft.	Metal Handrail	9.00	3,420.00
		Subtotal		$ 37,510.00
		10% Engr. & Cont.		3,751.00
		Total		$ 41,261.00

Length of Roadway	3.100 miles
Length of Bridge	.034 mile
Total Length	3.134 miles
Cost per mile, Roadway	$99,287.41

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$307,791.00	$176,358.00	$131,433.00
Bridge	41,261.00	23,642.00	17,619.00
	$349,052.00	$200,000.00	$149,052.00

NONPARTICIPATING ITEMS

Materials Furnished by State

83,400	lbs.	Metal Reinforcement	$ 0.0325	$ 2,710.50
336	lin. ft.	Metal Handrail	3.92	1,317.12
				$ 4,027.72

Oregon State Highway Department — Federal Aid Project No. F-98 (4)

SPENCER CREEK-AGATE BEACH SECTION

OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 8, 1947

Roadway (Sta. 734+80 to 898+50.0)(Contract No. 2790)

All Required		Clearing and Grubbing		$ 42,000.00
10,000	cu. yds.	Structural Excavation, Unclassified	$ 2.00	20,000.00
1,000	cu. yds.	Trench Excavation, Unclassified	2.00	2,000.00
620,000	cu. yds.	General Excavation, Unclassified	0.19	117,800.00
1,480,000	yd. sts.	Short Overhaul	0.005	7,400.00
23,000	C-yd.sts.	Long Overhaul	0.50	11,500.00
3.10	miles	Finishing Roadbed and Slopes	500.00	1,550.00
20,000	lin. ft.	Rounding Cutbanks	0.15	3,000.00
9,000	lin. ft.	8" Perforated Metal Drain Pipe, Coated	1.25	11,250.00
100	lin. ft.	12" Concrete Pipe	2.00	200.00
1,500	lin. ft.	18" Concrete Pipe	3.00	4,500.00
300	lin. ft.	36" Extra Strength Concrete Pipe	9.00	2,700.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
4,000	cu. yds.	Rock or Gravel Backfill in Drains	2.00	8,000.00
780	cu. yds.	Class "A" Concrete	42.50	33,150.00
130,000	lbs.	Metal Reinforcement	0.08	10,400.00
300	cu. yds.	Riprap	5.00	1,500.00
600	cu. yds.	3" - 0" Material in Base	3.00	1,800.00
300	cu. yds.	3/4" - 0" Material in Base	3.00	900.00
20	M-gals.	Sprinkling	3.00	60.00
			Subtotal	$279,810.00
			10% Engr. & Cont.	27,981.00
			Total	$307,791.00

Spencer Creek Bridge (Sta. 719+49 to 721+31)

All Required		Shoring, Cribbing, Etc.		$ 1,500.00
450	cu. yds.	Structural Excavation	$ 5.00	2,250.00
All Required		Pile Load Test		1,200.00
2	only	Additional Pile Load Tests	200.00	400.00
450	cu. yds.	Class "A" Concrete	45.00	20,250.00
All Required		Placing Metal Reinforcement		2,520.00

3,200	lbs.	Miscellaneous Metal	$ 0.40	$ 1,280.00
380	lin. ft.	Metal Handrail	9.00	3,420.00
			Subtotal	$ 32,820.00
			10% Engr. & Cont.	3,282.00
			Total	$ 36,102.00

Length of Roadway	3.100 miles
Length of Bridge	.034 mile
Total Length	3.134 miles
Cost per mile Roadway	$99,287.41

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$307,791.00	$178,520.00	$129,271.00
Bridge	36,102.00	20,940.00	15,162.00
	$343,893.00	$199,460.00	$144,433.00

NONPARTICIPATING ITEMS

Materials Furnished by State

83,400	lbs.	Metal Reinforcement	$ 0.0325	$ 2,710.50
336	lin. ft.	Metal Handrail	3.92	1,317.12
				$ 4,027.72

March 11, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Spencer Creek Bridge, Project No. F-98 (4).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

The metal reinforcement and metal handrail to be used on this project were obtained from the contractor who was awarded this project in 1941 under Contract No. 2486, Federal Aid Project No. 98 (3). This contract was subsequently cancelled, with your approval, and the metal reinforcement and handrail on hand were purchased from the contractor by the State.

It is now proposed to utilize these materials in the construction of the bridge and, accordingly, we are requesting your approval for this procedure.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

Oregon State Highway Department — Federal Aid Project No. F-98 (4)

SPENCER CREEK-AGATE BEACH SECTION

OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 11, 1946

All Required		Lands, Rights of Way, Etc.		$ 15,000.00
Roadway (Sta. 734+80 to 896+50.0)				
All Required		Clearing and Grubbing		$ 42,000.00
10,000	cu. yds.	Structural Excavation, Unclassified	$ 2.00	20,000.00
1,000	cu. yds.	Trench Excavation, Unclassified	2.00	2,000.00
620,000	cu. yds.	General Excavation, Unclassified	.19	117,800.00
1,480,000	yd. stas.	Short Overhaul	.005	7,400.00
23,000	C-yd.stas.	Long Overhaul	.50	11,500.00
3.10	miles	Finishing Roadbed and Slopes	500.00	1,550.00
20,000	lin. ft.	Rounding Cutbanks	.15	3,000.00
9,000	lin. ft.	8" Perforated Metal Drain Pipe, Coated	1.25	11,250.00
100	lin. ft.	12" Concrete Pipe	2.00	200.00
1,500	lin. ft.	18" Concrete Pipe	3.00	4,500.00
300	lin. ft.	36" Extra Strength Concrete Pipe	9.00	2,700.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
4,000	cu. yds.	Rock or Gravel Backfill in Drains	2.00	8,000.00
780	cu. yds.	Class "A" Concrete	42.50	33,150.00
130,000	lbs.	Metal Reinforcement	.08	10,400.00
300	cu. yds.	Riprap	5.00	1,500.00
600	cu. yds.	3" - 0" Material in Base	3.00	1,800.00
300	cu. yds.	3/4" - 0" Material in Base	3.00	900.00
20	M-gals.	Sprinkling	3.00	60.00
			Subtotal	$279,810.00
			10% Engr. & Cont.	27,981.00
			Total	$307,791.00

Spencer Creek Bridge (Sta. 719+48 to 721+31)

All Required		Shoring, Cribbing, Etc.		$ ~~3,500.00~~ 1500 ea.
45" ~~1,410~~	cu. yds.	Structural Excavation	$ 5.00	~~7,050.00~~
All Required		Pile Load Test		1,200.00
2	only	Additional Pile Load Tests	200.00	400.00

520 cu. yds.	Class "A" Concrete		$ ~~40.00~~ 45.00	$ 20,800.00
All Required	Placing Metal Reinforcement			2,520.00
3200 ~~550~~ lbs.	Miscellaneous Metal		40 ~~1.50~~	750.00
360 lin. ft.	Metal Handrail		~~5.05~~	1,843.00
		Subtotal		$ 38,063.00
		10% Engr. & Cont.		3,806.30
		Total		$ 41,869.30

Length of Roadway	3.100 miles
Length of Bridge	.034 mile
Total Length	3.134 miles
Cost per mile, Roadway	$99,287.41

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 15,000.00	$ 7,300.00	$ 7,700.00
Roadway	307,791.00	178,520.00	129,271.00
Bridge	41,869.30	24,290.00	17,579.30
	$364,660.00	$210,110.00	$154,550.30

NONPARTICIPATING ITEMS

Materials Furnished by State

83,400 lbs.	Metal Reinforcement		$ 0.0325	$ 2,710.50
336 lin. ft.	Metal Handrail		3.92	1,317.12
				$ 4,027.72

SPENCER CREEK BRIDGE

PROJECT NO. F-98 (A)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 11, 1946

RECEIVED
APR 8 1946
FOR FILING

F 98-4

April 8, 1946

Berim Bros.
7923 N. E. Halsey St.
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2790 which was awarded to you on March 25,1946 by the State Highway Commission, covering grading on the Spencer Creek-Agate Beach Section of the Oregon Coast Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gleleyer
Secretary

Sent by Express 4-8-46
Recorded

RECEIVED
JUN 18 1946
FOR FILING

E98-4

#2790

March 26, 1946

Burke Brothers
7923 N. E. Halsey
Portland 16, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you the contract for grading on the Spencer Creek-Agate Beach Section of the Oregon Coast Highway, in Lincoln County. This award was based on your low bid of $279,810 submitted on February 25, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. S. E. Probert
Mr. C. S. Paterson
Oakdale Locke

Get confirmed

S & C

DOMESTIC SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	X	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1207

AGENDA
APR 4 1946
S

CHECK

ACCOUNTING INFORMATION

TIME FILED

F

File

4-6

9:30 a.m. March 26 1946

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

To Burke Brothers

Care of or Apt. No.

Street and No. 7923 N. E. Halsey

Place ~~Portland~~ 16, Oregon

State Highway Commission awarded you yesterday contract for Spencer Creek-Agate Beach Section of Oregon Coast Highway, Lincoln County based on your low bid submitted February 25, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary

OREGON STATE HIGHWAY COMMISSION

cc

Charge

Sender's name and address
(For reference only)

Sender's telephone number

RECEIVED
MAR 28 1946
FOR FILING

F 98-4

March 26, 1946

Berne Bros.
7923 N.E.Halsey Street
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, four copies of contract No. 2790, which was awarded to you by the State Highway Commission on March 25, 1946, covering grading on the Spencer Creek-Agate Beach Section of the Oregon Coast Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

el

Sent by Express 3-26-46
Recorded

F 98-J

RECEIVED
MAR 29 1946
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

A. N. WILLIAMS
PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PR203 17/16 GOVT=WUX PORTLAND ORG 25 512P 1946 MAR 25 PM 5 47

R H BALDOCK STATE HIGHWAY ENGINEER=

SALEM ORG=

REYOURTEL TODAY WE HEREBY CONCUR IN AWARD CONTRACT ON OREGON F-98/4/ TO LOW BIDDER BERKE BROS=

T M DAVIS PRA PD=

No. 9422 To actual
Time Delivered 6520
To Be
Award as of 3/25/46

F-98/4/ PRA PD=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

FOR VICTORY
BUY
WAR BONDS
TODAY

SALEM, OREGON. MARCH 25, 1946

T. M. DAVIS
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD CONTRACT TODAY FOR SPENCER CREEK-AGATE BEACH PROJECT TO BERKE BROTHERS. ALL RIGHTS OF WAY ARE ACQUIRED

R. H. BALDOCK, STATE HIGHWAY ENGINEER

WU:TELEGRAM
10:10 A.M.

RECEIVED
MAR 12 1946
FOR FILING
F 98-4

March 11, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Spencer Creek Bridge, Project No. F-98 (4).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

The metal reinforcement and metal handrail to be used on this project were obtained from the contractor who was awarded this project in 1941 under Contract No. 2486, Federal Aid Project No. 98 (3). This contract was subsequently cancelled, with your approval, and the metal reinforcement and handrail on hand were purchased from the contractor by the State.

It is now proposed to utilize these materials in the construction of the bridge and, accordingly, we are requesting your approval for this procedure.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

RECEIVED
FEB 6 - 1946
FOR FILING

F 98 (4)

Spencer Cr. - Agate Beach

February 4, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, four copies of right of way statement, and two copies of Federal-aid Work Summary to accompany plans and specifications. F-98(4)

One set of blueprint plans and six bid proposals are being sent under separate cover.

With reference to proposed landscaping work on this project none is contemplated until the surfacing and oiling work is completed under a later contract as a part of the three-year postwar federal-aid program.

Detailed plans for the landscaping work have not been developed, but it is anticipated the work will consist of a more or less seeding of roadbed slopes and the planting of native cuttings. The planting of native shrubs and trees may be used to advantage at some points although the project traverses a wooded area and little additional planting will be necessary. Selective cutting and pruning of existing growth in most instances will be sufficient.

It is anticipated the landscaping work will be performed soon after completion of the roadway construction.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWN:GS

Encl.

F-309(2) Mill Creek-Miller Flat Sec., 1946
Warm Springs Hwy.
#2791

RECEIVED
JUL 17 1950
FOR FILING

7-309(2)

OREGON STATE HIGHWAY COMMISSION

July 7, 1950
(Date)

2791	14-final	Adler Construction Co.	
(Contract No.)	(Est. No.)	(Contractor)	
Vou. No:	Warrant No:	Amt: $	Date:
10636	377552	2,833.76	7/6/50

[redacted]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified Completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: JUL 14 1950

NOTED ON CARD
7-14-50 gl

OREGON STATE HIGHWAY COMMISSION

July 7, 1950
(Date)

2791 (Contract No.)	14-final (Est. No.)	Adler Construction Co. (Contractor)	
Vou. No:	Warrant No:	Amt: $	Date:
10636	377552	2,833.76	7/6/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified Completion date: Oct. 31, 1946 ACCOUNTING DIVISION

Completed: June 27, 1947
Contract Accepted: Aug. 26, 1947

Time Extensions: Extended to June 30, 1947 without penalty

Penalties: None of Record

Claims: None of Record

Remarks:

Date: July 13, 1950

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
JUN 21 1950
FOR FILING

F 309 (2)
2791

June 19, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 2791 for work on the Mill Creek - Miller Flat Section of the Warm Springs Highway in Jefferson & Wasco Counties, has been completed by the Contractor, Adler Construction Co., and that final payment (revised estimate) in the amount of $2,833.76 will be made on or after June 29, 1950.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information, we wish to advise that the total contract amount (revised estimate) is $107,826.07, of which amount $226.91 represents force account items. This contract was completed on June 27, 1947, and accepted by the Commission on August 26, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: Parker M. Lyman
American Bank Bldg., 409 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
6-19-50 g

RECEIVED
FOR FILING

June 15, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of program change form for the Forest Boundary-Agency Section, Project No. F-209 (2), in which estimate we are requesting the setup of Federal funds be increased to represent more nearly the permissible Federal pro rata share.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Asst. State Highway Engineer

Encl.
JWH:md

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

June 13, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous program)

June 13, 1946
(Date of approval)

COUNTY Jefferson and Wasco

Route No. FAP 44

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	21	F-309 (3)	7 mi. S. of Jct. of FA 24 to Warm Springs	Survey-Plans					2-lane intermediate type surfacing
				Right-of-Way					
				Construction	586,548	219,000	367,548		
				Total	586,548	219,000	367,548	24.766	
Requested Revision	21	F-309 (3)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	586,548	351,700	234,848		
				Total	586,548	351,700	234,848	24.766	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: Increase setup of Federal funds to represent more nearly permissible Federal pro rata share.

Date _____, 195__

By _____
(State Highway Engineer)

Recommended for Approval: _____ _____
(District Engineer) (Date)

Recommended: _____ _____
(Division Engineer) (Date)

Approved: _____ _____
(Acting Commissioner) (Date)

U. S. GOVERNMENT PRINTING OFFICE 10—61080-1

Oregon State Highway Department — Federal Aid Project No. F-309 (3)

FOREST BOUNDARY-AGENCY SECTION OF THE

WARMS SPRINGS HIGHWAY IN JEFFERSON AND WASCO COUNTIES

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, May 23, 1950

Type Code No. 5231

132,000	cu. yds.	2" - 0" Material in Base	2.25	$297,000.00
41,000	cu. yds.	3/4" - 0" Material in Base	2.15	88,150.00
8,900	cu. yds.	1" - 0" Reject Material in Shoulders	1.60	14,240.00
4,500	M-gals.	Sprinkling	2.00	9,000.00
24.77	miles	Preparation of Base	150.00	3,715.50
17,800	cu. yds.	Furnishing and Placing Aggregates	3.50	62,300.00
1,400	tons	Furnishing and Placing 151-200 Asphalt	34.00	47,600.00
340	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	11,220.00
			Subtotal	$533,225.50
			10% Engr. & Cont.	53,322.55
			Total	$586,548.05

Length of Roadway	24.766 miles
Length of Bridges (Except.)	0.142 mile
Total Length	24.908 miles
Cost per mile, Roadway	$23,683.60

Federal Aid Funds-	$351,700.00
State Funds-	234,848.05
	$586,548.05

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
JUN 13 1950
FOR FILING

7-309(2)
2791

Files

Salem, Oregon
June 12, 1950

Mr. C. F. Smith
OFFICE

Dear Sir:

Herewith, returned to you is the original final Estimate Voucher on Contract No. 2791, dated December 13, 1947, Mill Creek-Miller Flat Section of the Warm Springs Highway, Adler Construction Co., Contractor, for rewriting and inclusion of Extra Work Order No. 1.

Extra Work Order No. 1 was made in this office and approved, with extra work bills, to satisfy a claim for extra expense involved in trench excavation between Stations 84+1 and 84+6.

Will you please prepare the corrected final voucher.

Very truly yours,

S. H. Probert
Office Engineer

Encl.
cc: H. C. Smith
DBPind

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JUN 6 1950
FOR FILING

7309(2)

2791

June 2, 1950

Adler Construction Co.
P.O. Box 509
Dickinson, North Dakota

Attention: Mr. Harold C. Adler

Gentlemen:

Reference is made to your letter dated May 30, 1950, regarding work order bills and final settlement of Contract No. 2791.

A revised final voucher can be prepared and sent to you for acceptance within a week or ten days after receipt of properly prepared bills covering your claim for extra expense incurred in the 9.9 cubic yards of excavation at Stations 841-846. The $19.80 for 9.9 cubic yards at $2.00 included in Trench Excavation in the voucher should be deducted from the extra work bills. In fact, the original intention was that this deduction be made from the extra work bills and not from the voucher.

In the event that you decide to accept the final voucher as originally prepared, in lieu of submitting the extra work bills, the amount of the voucher will be $2,606.85. A new voucher will be mailed to you at once for signature upon receipt of a letter from you indicating your acceptance.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

IGPend

ADLER CONSTRUCTION CO.

GENERAL CONTRACTORS

Address Reply To:
P. O. Box 509
Dickinson, N. D.
May 30, 1950

Oregon State Highway Commission
319 State Office Building
Salem, Oregon

Gentlemen:

We have your letter of May 15, 1950 regarding the final settlement on contract No. 2791.

The procedure now outlined in the aforementioned letter does not agree with the procedure as outlined in your letters of October 11, 1948 and April 10, 1950.

In view of the revised interpretation regarding the final voucher, please advise us how much additional delay will be incurred in the approval of the extra work bill. Perhaps it will be better to sign a final release in the amount of $2,587.05 and disregard the extra work claim entirely, especially in view of the fact that the processing of the extra work claim may involve a further delay of several months.

Very truly yours,

ADLER CONSTRUCTION CO.

Harold C. Adler

Harold C. Adler

hca/va

RECEIVED
JUN 2 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 16 1950
FOR FILING

7-309(2)
2791

May 15, 1950

Adler Construction Company
P. O. Box 909
Dickinson, North Dakota

Attention: Mr. Harold G. Adler

Gentlemen:

Reference is made to your letter dated May 7, 1950, with Estimate Voucher No. 14-Final on the Mill Creek-Miller Flat Section of the Warm Springs Highway in Jefferson and Wasco Counties, Contract No. 2791, and previous correspondence.

This final voucher will be held pending receipt and approval of Extra Work bills covering excavation of 9.9 cubic yards of rock material between Stations 84.1-84.6. The deduction of $19.80, which was paid as Trench Excavation for 9.9 cubic yards at $2.00 per cubic yard, should be made on the Extra Work bills.

Upon receipt and approval of the extra work bills a revised final voucher will be prepared and sent to you for acceptance.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:gs

RECEIVED
APR 11 1950
FOR FILING
F-309(2)
2791

April 10, 1950

1781

Adler Construction Company
P. O. Box 509
Dickinson, North Dakota

Gentlemen:

In answer to your letter of March 19, concerning the final estimate on the Mill Creek-Miller Flat Section, Contract No. 2791, I wish to advise that we have a special department in Salem for checking all estimates, and we have again reviewed in detail the quantities on this estimate. We find that there are borrow measurements with platted sections for all the borrow pits mentioned in your letter and in addition some on the opposite of the road at various places which you did not mention. We feel, therefore, that the final estimate is correct.

With respect to the extra work for blasting the ditch, we gave you authority in our letter of October 11 to submit an extra work bill for this and merely asked you to deduct $19.80 from the total, as your estimate included payment for 9.9 cubic yards at $2.00 per cubic yard. This method was taken to avoid rewriting the final estimate. Our letter did not intend to restrict your claim to the $50.00. It was merely mentioned as the amount which we felt would be reasonable for the cost of moving 9.9 cubic yards of rock. We are willing to approve any bill which appears consistent with the small amount of work involved, including the three-mile move which you made.

The final voucher was sent you on December 18, 1947. A tracer was sent you at a later date, on which we received no reply. If you have mislaid the final voucher, a duplicate can be issued upon your request.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

ASSIGNMENT

No. 1781
By _____

...ch 23, 1950

...scription: Letter by Adler Construction Company dated 3-19-50
re Contract No. 2791, particularly final voucher

Acknowledged by _____ Referred to Smith

xxx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed _____ Report received _____

Remarks: This seems a rather trivial matter to run on so long.
Have we any compromise to offer. WCW

4-7-50 ms

ADLER CONSTRUCTION CO.

GENERAL CONTRACTORS

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Address Reply To:
P. O. Box 509
Dickinson, N. D.
March 19, 1950

Mail Ck - Mailed 3/21

State Highway Commission
State of Oregon
Salem, Oregon

NOTED
W. C. WILLIAMS

Gentlemen: Re: Contract No. 2791

On December 22, 1947 we received the final voucher, in duplicate, covering contract No. 2791 in the amount of $2,606.85 as well as your release on contract form No. A-159 and a copy of the contract summary sheet.

The voucher has never been executed by us because the item of general excavation, unclassified (item #4) and the item of 9.9 cubic yards of trench excavation, unclassified, as indicated for work between stations 841 and 846 did not appear to be correct. The above matters were partially discussed in our letter to you under date of October 4, 1948 and which letter you answered on October 11, 1948.

You advised us in your letter of October 11, 1948 that the borrow and roadbed excavation were measured and platted together since in most instances they are continuous, and you further stated that you did not believe that we would have been able to separate the borrow from the roadbed excavation. You also stated that you thought that the Resident Engineer had been more than fair in allowing us general excavation prices for borrow since our method of handling the work had caused a considerable waste of oversize rock. If there was a considerable waste of oversize rock we were unable to detect it on July 1, 1947.

Our records also indicate that there were thirty-eight individual borrow sites outside of the roadbed excavation lines and the borrow yardage involved was not small as stated in your letter.

It is not at the present time, and never has been our policy to argue or be a party to a disagreement during the time of the actual construction work; however in this case we do know that our former superintendent Puddycomb and your Resident Engineer, Mr. Morelock, were bitterly opposed to each other and the cooperation between the two parties above named was practically nil. We will, however, admit that out former superintendent was partly at fault and as a matter of fact, we were so thoroughly disgusted with his supervision that we

State Highway Commission
Salem, Oregon

terminated the superintendent involved within a few weeks after contract No. 2791 had been completed.

As stated previously, the cooperation between our former superintendent and your Resident Engineer was at such a low ebb that the writer personally had to spend much time in the area and on the job itself, but the writer also was unable to obtain borrow pit site stakes because Mr. Morelock and his crew were busy on other work. In view of the shortage of engineering help Mr. Morelock advised the writer personally to borrow sufficient material along the roadside where available and as required to complete the roadbed as originally staked. Such verbally authorized borrow pits were created without staking; therefore we are of the opinion and belief that the survey crew did not obtain cross sections of all the individual borrow areas.

In checking our records against estimate #14--final we note that the greatest difference in quantity of general excavation under item #4 of the contract exists between stations 982/15 to 1034/95 and stations 1140/55 to 1193/35, both of which sections incidentally involved a considerable amount of borrow which borrows were evidently not anticipated in your original cross sections.

We had anticipated checking the above matter with you in Salem however with our work scattered from Oregon to North Dakota the writer has found it impossible to personally visit your Salem office; therefore we will enumerate the various borrow areas within the two above sections of road and perhaps you will be able to check them against your records.

The sections of road within which the greatest differences in quantities exist contain borrow areas as follows:

Station 981/50 to 983/00, borrow on right. ← L & R
Station 984/00 to 985/00, borrow on right. ←
Station 987/00, borrow from knoll on left. ←
Station 995/00, borrow on knoll on left. ←
Station 995/00, borrow on knoll at right. ←
Station 996/00 to 997/50, borrow on right. ←
Station 999/90, borrow from knoll on left. ←
Station 1001/00 to 1004/50, borrow on left. ←
Station 1009/50 to 1014/50, borrow on right. ←
Station 1016/00 to 1018/00, borrow on right. ←
Station 1186/00 to 1190/25, borrow on left. [illegible] L & R [illegible]
Station 1188/50, borrow from knoll on right. NO
Station 1190/50 to 1196/50, borrow on left. L & R
Station 1191/25 to 1193/75, borrow on right. L & R

Please check the above areas with your records and advise us of your findings.

In your letter of October 11, 1948 you also advised us that it would not be unethical to allow us for extra work in connection with the blasting of the ditch in the rock between stations 841/75

State Highway Commission
Salem, Oregon

and station 847, but you likewise advise us that the Resident Engineer estimated the cost to be approximately $50.00. Actually the $50.00 estimate placed on the extra work will only barely cover the cost of the electric blasting caps used to blast the long and shallow drain ditches and would not under any circumstances cover the labor involved in drilling and shooting the ditches, the dynamite or the compressor rental. We would not tie up the receipt of a final estimate for nearly three years merely to collect an extra work item estimated at $50.00. The interest on the funds involved would accrue a much greater financial return.

The apparent error in the road grade previously constructed by another contractor between stations 841 and 846 was not discovered until all of our equipment had been moved to a work area approximately three miles south of Mill Creek which necessitated moving the drilling and blasting crew and the necessary equipment back to the site north of Mill Creek via a very devious route, which secondary move likewise increased our cost terrifically on the basis of the very small amount of rock yardage involved.

Please check on the above at your earliest convenience and advise our field office at P. O. Box 509, Dickinson, North Dakota of your review findings, and also advise us of the disposition of the original contract estimate #14-final documents which were issued in the amount of $2,606.85.

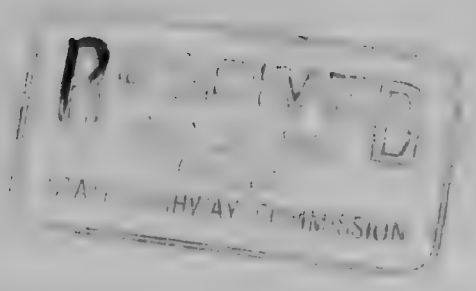
Very truly yours,

ADLER CONSTRUCTION CO.

Harold C. Adler

hca/va

Final Voucher Dec 18, 1941
Grace -



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JUN 23 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
PORTLAND 8, OREGON

June 17, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-309(2)
Mill Creek-Miller Flat Sec.
Warm Springs Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews
Principal Highway Engineer

Encl.

RECEIVED
JUN 20 1949
OREGON
STATE HIGHWAY COMMISSION

PR 2 (Revised 1946)

WA 7699

State Oregon

Federal Aid Project No. F-309(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of June, 1949,

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1945, a program, which was approved on the 14th day of September, 1945, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 23th day of November, 1945; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred eighty-one thousand and 00/100 dollars ($281,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11879-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 173, Laws 1917; Chapter 31, Laws 1929; Chapter [illegible] (Include date and citation of act of legislature by which authorized) Laws 1939.

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 789+00 in the SE 1/4, Section 32, T. 7 S., R. 11 E., W.M., and survey station 1323+50 in the NE 1/4, Section 17, T. 9 S., R. 12 E., W.M., except stations 800+00 - 811+20, 815+65 - 817+00, 852+00 - 906+00, and 908+00 - 966+50.

, length 7.206 miles, in Wasco and Jefferson Counties, being Oregon Federal Aid project No. F-309(2), consisting of 7.105 miles of roadway and one bridges each of more than 20 feet clear span, 0.101 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred eighty-one thousand and 00/100 dollars ($281,000.00), which does not exceed the authorized Federal pro rata share of four hundred sixty-nine thousand, nine hundred forty and 90/100 dollars ($469,940.90), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

THE OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of officer)

By Ben R Lawson

Member, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

APPROVED FOR A. H. [illegible]

[illegible]
STATE HIGHWAY ENGINEER

Attest

A B Leavy Jr
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By [illegible]
Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
FOR FILING
F 309(2)

December 7, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Mill Creek-Miller Flat Section, Project No. F-309 (2).

Likewise, we are enclosing eight copies of form PR-4 in which it is requested to increase the setup of Federal funds to more nearly reflect Federal cooperation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JCK/gp

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

December 7, 1948
(Date)

The following major program change of the individual project is requested:

Oregon (State) | P.N. Primary Federal Aid Highway Program (Previous Program) | August 13, 1948 (Date of Approval)

COUNTY Wasco and Jefferson

FA or FAS Route No. FA 44

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	20	F-309(2)	3.8 mi. S. of Warm Springs River to 4 mi. N. Warm Springs Agency	Survey-Plans					Grade, Drain and Bridge
				Right-of-Way					
				Construction	497,639	235,000	262,639		
				Total	497,639	235,000	262,639	7.206	
Requested Revision	20	F-309(2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	469,941	281,000	188,941		
				Total	469,941	281,000	188,941	7.206	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: Federal Funds increased to more nearly reflect permissible Federal Cooperation

Recommended for approval: _____ District Engineer _____ (date)

Requested: _____ Asst. State Highway Engineer 12-7-48

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

RECEIVED
FOR FILING

Oregon State Highway Department

Federal Aid Project
No. F-309 (2)

MILL CREEK-MCCLAIR FLAT SECTION OF THE

MAIN SPRINGS HIGHWAY IN MARION

AND JEFFERSON COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 23, 1948

Roadway (Sta. 789+00 to 800+00) (Sta. 811+20 to 815+65)
(Sta. 847+30 to 852+00) (Sta. 906+00 to 908+00)
(Sta. 966+50 to 1323+50) (Contract No. 2791) Code No. 0010

All Required		Clearing and Grubbing		$ 2,500.00
370	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,110.00
370	cu. yds.	Trench Excavation, Unclassified	2.00	740.00
121,000	cu. yds.	General Excavation, Unclassified	0.65	78,650.00
349,000	yd. stas.	Short Overhaul	0.02	6,980.00
3,000	C-yd. stas.	Long Overhaul	0.60	1,800.00
7.10	miles	Finishing Roadbed and Slopes	400.00	2,840.00
70	lin. ft.	12" Corr. Metal Pipe	2.50	175.00
1,470	lin. ft.	18" Corr. Metal Pipe	3.20	4,704.00
80	lin. ft.	24" Corr. Metal Pipe	5.00	400.00
250	lin. ft.	84" Corr. Metal Pipe, Uncoated	36.00	9,000.00
		Subtotal		$108,899.00
		10% Engr. & Cont.		10,889.90
		Total		$119,788.90

Mill Creek Bridge (Sta. 971+30 to 976+65) (Contract No. 3049)
Code No. X031

All Required		Shoring, Cribbing & Sts.		$ 7,500.00
1,020	cu. yds.	Structural Excavation	25.00	25,500.00
100	cu. yds.	Structural Excavation Below Elevation Shown	30.00	3,000.00
900	cu. yds.	Class "A" Concrete	75.00	67,500.00
106,000	lbs.	Metal Reinforcing	0.115	12,190.00
984,000	lbs.	Structural Steel	0.195	191,880.00
1,075	lin. ft.	Metal Handrail	10.00	10,750.00
		Subtotal		$318,320.00
		10% Engr. & Cont.		31,832.00
		Total		$350,152.00

Length of Roadway	7.105 miles
Length of Bridge	0.101 mile
Total Length	7.206 miles
Cost per mile, Roadway	$16,862.17

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$119,780.90	$ 71,627.00	$ 48,161.90
Structure	350.152.00	209.373.00	140.779.00
	$469,960.90	$281,000.00	$188,940.90

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
DEC 9 1948
FOR FILING
F-309(2)

December 7, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Mill Creek-Miller Flat Section, Project No. F-309 (2).

Likewise, we are enclosing eight copies of form PR-9 in which it is requested to increase the setup of Federal funds to more nearly reflect Federal cooperation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/gs

Encl.

RECEIVED
OCT 14
FOR FILING

f 309(2)

2711

#794

October 11, 1948

Adler Construction Company
Lytle Building
Madras, Oregon

Attention: Mr. Harold C. Adler

Gentlemen:

In answer to your letter of October 4 advising that you do not consider that the final quantities on Contract No. 2791 are complete and correct, I wish to advise that all final estimates have been checked in every detail in the Salem office and, therefore, are correct.

With respect to the ditch between Stations 341 and 346, we do not understand that the resident engineer ever considered it to be in the original contract, but asked you to perform it under Section 4-1 of our General Plans and Specifications which state that you shall "perform any incidental work as may appear to the engineer to be necessary for the completion of the work contemplated in a substantial manner", and for that reason he allowed you "Trench Excavation".

The resident engineer further advises that if you are dissatisfied with this price that it would not be unethical to allow you extra work based on one-half day for compressor, hammers, three men, box of powder and a truck, which he estimates to be approximately $50.00.

As stated by the resident engineer, the borrow and roadbed excavation are measured and platted together since in most instances they are continuous. We do not believe that you would have been able to separate the borrow from the roadbed excavation and, therefore, see no use in making the necessary computations for the small yardage involved. I feel that the resident engineer has been more than fair in allowing you "General Excavation" prices for borrow since your method of handling the work caused considerable waste of oversized rock which did not readily go into the fills remaining at the time the rock excavation was performed.

The cross sections have all been checked and can be readily reviewed by a rapid inspection. All data are always available to the contractor in the resident engineer's office and are now available in the Salem office, or, if you prefer, we can send them to the division office at Bend.

Adler Construction Company
Madras, Oregon

If you insist upon making out an extra work bill for "Trench Excavation" between Stations 841 and 846, please deduct from the summary the 9.9 cubic yards which has already been paid for at $2.00 per cubic yard in the estimate and thus permit us to make the payment without rewriting the entire final estimate.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith
W. E. Chandler

ASSIGNMENT No. 294 NCH.

DESCRIPTION: Letter from Alder Construction Co. Oct 4. They have not signed release on Contract 2791 of Dec 1947 because final quantities are not complete

DATE: October 7, 1948 ASSIGNED TO: H. G. Smith

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date_____
- ☐ _____

REPORT RECEIVED: 10-7-48 HGS.

REMARKS:

ALDER 3450

ADLER CONSTRUCTION CO.
GENERAL CONTRACTORS
3416 WEST SMITH STREET
P. O. BOX 1917
SEATTLE, 11, WASHINGTON

RECEIVED
OCT 7 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

Address reply to:
Lytle Building
Madras, Oregon
October 4, 1948

NOTED
W. C. WILLIAMS

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

We have your letter of August 9, 1948 inquiring about the final estimate voucher and final release on contract No. 2791 which you forwarded to us in December 1947.

We have not signed the final release nor the final estimate voucher because we do not consider some of the final quantities as complete and correct.

The final estimate quantity summary sheet shows that rock drainage ditches between stations 841 and 846 of the project has been paid as 9.9 cubic yards of trench excavation under contract item No. 3 whereas, according to our interpretation, the original contract did not include ditch excavation between stations 841 and 846.

Pay 3 on contract.

The work was done only under protest to the Resident Engineer and on April 30, 1947 we received a letter from the Resident Engineer instructing us to proceed with the drainage ditch excavation between stations 841+75 and station 847 on the Warm Springs Highway under contract No. 2791. Our present computations for roadway borrow also indicate that a shortage exists in contract items No. 4 and 5, however we are unable to check our borrow quantities against your final summary sheets.

On April 29, 1947 we requested borrow excavation data from the Resident Engineer and on May 10, 1947 we received a letter in reply to our request which stated "May we again say that no separation of borrow and roadbed excavation can be made"; therefore we are unable to audit your final quantities and unwilling to sign the final release and final estimate as presented.

RECEIVED
OCT 6 1948
OREGON
STATE HIGHWAY COMMISSION

Please send us any information which you may have concerning the above mentioned items and we shall be more than happy to final out this contract.

Very truly yours,

ADLER CONSTRUCTION CO.

Harold C. Adler

Harold C. Adler

hca/va

RECEIVED
JUL 21 1948
FOR FILING

July 20, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Mill Creek Bridge, Project No. F-309 (2).

Six bid proposals and one set of blue print plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:cw

Encl.

RECEIVED
AUG 16 1948
FOR FILING

F-309(2)

August 10, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project F-309(2), Mill Creek Bridge on Warm Springs Highway, to Dan L. Cooney Inc., Seattle, Washington, who submitted the low bid.

Very truly yours,

T. H. DAVIS
District Engineer

By:

L. A. Dahlstr
Associate Highway Engineer.

RECEIVED
AUG 16 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 6, 1948

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Additional Contract Provisions dated July 15, 1948 for Oregon Project F-309(2), Mill Creek Bridge in Wasco County, are approved as satisfactory.

Very truly yours,

W. H. Lynch

W. H. Lynch
Division Engineer

Copy to project

RECEIVED
AUG 9 1948
OREGON
STATE HIGHWAY COMMISSION

9 (2)

RECEIVED
JAN 19 1948
FOR FILING

R. H. Baldock

January 9th, 1948

FINAL COST ANALYSIS
Grading
Adler Construction Co., Contractor
J. E. Morelock, Resident Engineer

Mill Creek-Miller Flat
Contract No. 2791

Warm Springs Highway
Prefix 16-1014

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$2,587.02	$2,500.00
Struct. Excavation	288	Cu. Yd.	$1.99	$3.00	572.79	864.00
Trench "	222.9	" "	1.39	2.00	309.53	445.80
General "	122,581.1	" "	0.83	0.65	108,092.77	79,677.72
Short Overhaul	297,747.2	Yd. Sta.	0.02	0.02	5,954.94	5,954.94
Long "	2,246.5	C-Yd. Sta.	0.60	0.60	1,347.90	1,347.90
Finishing Roadbed and Slopes	8.18	Mile	555.40	400.00	4,543.26	3,272.00
12" Corr. Metal Pipe	64	Lin. Ft.	1.99	2.50	127.38	160.00
18" " " "	1,284	" "	2.70	3.20	3,471.17	4,108.80
24" " " "	68	" "	3.97	5.00	270.08	340.00
84" " " " , Uncoated	248	" "	25.56	36.00	6,339.55	8,928.00
					$133,616.39	$107,599.16

Total Cost	$133,616.39
Gross Revenue	107,599.16
Net Loss	$26,017.23

Net Loss Equals 24.3% of Gross Revenue

Mill Creek-Miller Flat

Detail of Cost

Labor:

Supervision	$3,438.34	
Labor	48,836.55	
State Industrial Accident Insurance	2,645.70	
Unemployment Insurance	1,120.73	
Social Security	522.75	
		$56,564.07

Materials:

12" Corr. Metal Pipe	64 Lin. Ft.	at $1.16	$74.24	
12" Bands	3 Each	" 1.34	4.02	
18" Corr. Metal Pipe	1,284 Lin. Ft.	" 1.67	2,144.28	
18" Bands	45 Each	" 2.44	109.80	
24" Corr. Metal Pipe	68 Lin. Ft.	" 2.60	176.80	
24" Bands	3 Each	" 3.05	9.15	
84" Corr. Metal Pipe, Uncoated	248 Lin. Ft.	" 17.98	4,459.04	
84" Bands	8 Each	" 27.40	219.20	
				7,196.53

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$29,834.00	
" " , Hired, Not Including Operators	9,154.67	
Gas, Oil & Grease	5,743.37	
Explosives	12,472.25	
Move In, Freight & Cartage	2,911.60	
Miscellaneous Supplies & Drill Steel	4,106.20	
Bond & Insurance	1,329.74	
Office Expense & General Overhead	4,303.96	
		69,855.79

Total Cost.....$133,616.39

Mill Creek-Miller Flat

Remarks:

This contract required 6.56 miles of new grading and the completion of the grading of a 1.60-mile section on the Warm Springs Highway. The work was bid and awarded on April 4th, 1946. The contractor started work on May 7th, and completed the project June 27th, 1947.

Clearing consisted of sagebrush and the work was accomplished mainly with hand labor although a cat equipped with a brush dozer worked for a month's time.

The excavation averaged about 60% common and 40% solid and the depth of the cuts ranged from two to ten feet. Common material was moved with two to three D-6 tractors and 12-yard carryall scrapers. A rented 1½-yard shovel loaded the solid into an 11-yard Euclid and hired trucks. Drilling and shooting of the tough lava was very expensive as holes were drilled on 3-foot centers and to 1½ feet below grade. Approximately 2 lbs. of powder were used per cubic yard and for the solid excavation the drilling and shooting cost was $0.67 per yard. The contractor was unable to complete the work during the 1946 grading season and the job was shut down from late December until April 14th. Finishing work on roadbed and ditch line moved slowly and required much additional shooting.

Equipment used on the job was fair and supervision was not overly efficient. However, the bid price for the tough lava in the shallow cuts was too low for this type of material.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
DEC 23 1947
FOR FILING

F 2-7 (2)

December 22, 1947

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This to advise you that State Highway Contract No. 2791, for work on the Mill Creek-Miller Flat Section of the Warm Springs Highway, in Jefferson and Wasco Counties, has been completed by the contractor, Adler Construction Company, and that final payment in the amount of $2,606.85 will be made on or after January 2, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or monds incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $107,599.16 and that no force account work was performed therein. This contract was completed on June 27 and accepted by the Commission on August 26, 1947.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Parker H. Lyman, Agent
American Bank Bldg.
Portland 5, Oregon

NOTED ON CARD
12-22-47 JK

Form R-1—BHC—4-47

F-307(2)

7

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 25, 1947

Section Mill Creek-Miller Flat — Kind of work Grading

Highway Warm Springs — Section prefix F-

Contractor — Contract number 2791

Date of contract ....., 19..... — Date of completion ....., 19.....

Date work started ....., 19..... — Estimated date of completion ....., 19.....

Amount of contract . . . . . $..... — Per cent of time elapsed .....%

Estimated cost of completed project, exclusive of engineering . . . . . $.....

Per cent of contract completed, based on total contract price . . . .%

Engineering cost to date, $ 7718, 117 % — Date project was completed June 27, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Yardage computation, haul computation, pipes, and finishing data complete for semi-final estimate. Trench and structural excavation nearly complete. Profile tracing almost complete. To be submitted next week.

RECEIVED
OCT 29 1947

NOTED
ENGINEER

NOTED
E. A. PEASE

Signed J. E. Morelock

Address Madras

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
SEP 30 1947
FOR FILING

F-309(2)

#2791

September 30, 1947

Continental Casualty Company
Parker H. Lyman, Agent
American Bank Building
Portland 5, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to the Alder Construction Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2791 for grading on the Mill Creek-Miller Flat Section of Warm Springs Highway in Jefferson & Wasco Counties. This payment, which is in the amount of $5,730.00, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,220.39. The present payment to the contractor will be made on or after October 9, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because our records show that the Continental Casualty Company is surety on the bond furnished by the Alder Construction Company, in connection with the above mentioned contract. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary.

NOTED ON CARD
9-29-47 gl

cm.

RECEIVED
DEC 22 1947
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
F 309(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. Box 3900
PORTLAND 8, OREGON

August 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in the rejection of the bid received today for the construction of Oregon Project No. F-309(2), Mill Creek Bridge on Warm Springs Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG 29 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 20 1947
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
F 309(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O. Box 3900
PORTLAND 8, OREGON

August 14, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed is an approved copy of the proposal, including special provisions, for Oregon Project F-309(2), Mill Creek Bridge on the Warm Springs Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

Encl.

RECEIVED
AUG 15 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 13 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

F-309-2

August 8, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

You are hereby authorized to readvertise for bids on Oregon Project F-309(2), Mill Creek Bridge on the Warm Springs Highway.

Revised proposal and engineer's estimate forwarded with Mr. Probert's letter of August 1 are today being recommended for approval.

Very truly yours,

T. M. DAVIS
District Engineer

By H. A. Stoddart
H. A. STODDART
Senior Highway Engineer

RECEIVED
AUG 1[illegible] 1947
STATE [illegible]WAY COMMISSION

RECEIVED
AUG 8 1947
FOR FILING

E-612-2

August 1, 1947

Mr. T.M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Mill Creek Bridge, Project No. F-309 (2).

Six bid proposals are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JVH:EM
Encl.

RECEIVED
AUG 1 1947
FOR FILING

F-309 (2)

July 31, 1947

Adler Construction Company
3416 West Smith St.
Seattle 99
Washington

Gentlemen:

The State Highway Commission, at its meeting on July 22, 1947, had under discussion your request for an extension of time of 31 days, from May 30 to June 30, 1947, within which to complete your contract No. 2791 for the Mill Creek-Miller Flat Section of the Warm Springs Highway, in Jefferson and Wasco Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Also I wish to bring to your attention action taken by the Highway Commission at its meeting on June 16, 1947, with respect to the matter of allowing contractors extensions of time for completion of their work. You will recall that during the wartime emergency, when there was a shortage of labor and materials, the Commission was very lenient and granted all requests for extensions of time without penalty. The Commission considers that the conditions which prompted such action no longer exist, and in view thereof decided to penalize contractors for failure to complete their projects within the specified time limit, unless there is some special reason why the work could not be completed within such period. I do not know just what penalty will be imposed, but mention the action of the Commission so that you will be informed and can take such action as may be necessary to avoid it.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: Wm. E. Chandler,
Division Engineer

RECEIVED
FOR FILING
OREGON DISTRICT
F-309(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 23, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-309(2), Mill Creek Bridge on the Mill Creek - Miller Flat Section of the WARM Springs Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be condition upon your acceptance of any changes required by the Division Engineer after a detailed check of the plans.

When the project agreement estimate is submitted, please advise us of the station of the Wasco - Jefferson County Line.

Very truly yours,

T. H. DAVIS
District Engineer.

copy to Probert
" Propse
amsen

RECEIVED
1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 16 1947
FOR FILING

F-309(2)

June 14, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time from May 30, 1947, to June 30, 1947, on Contract No. 2731, Mill Creek-Miller Flat Section of the Warm Springs Highway, F-309 (2), to the Adler Construction Company, contractors.

Due to the contractor's inability to secure a competent grader operator to complete the final finishing, and also due to late periods of wet weather, the contractor was unable to move onto the job soon enough to complete the project by May 30.

I recommend this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

RECEIVED
FEB 18 1947
FOR FILING

F.309(2)

February 18, 1947

Adler Construction Co.
3418 West Smith St.
Seattle 99
Washington

Gentlemen:

The State Highway Commission, at its meeting on February 4, 1947, had under discussion your request for an extension of time of 180 days, from November 30, 1946 to May 30, 1947, within which to complete your contract No. 2791 for the Mill Creek-Miller Flat Section of the Warm Springs Highway in Jefferson and Pasco Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

MDG:gl

cc: Wm.E. Chandler

RECEIVED
JAN 9 1947
FOR FILING

E-309-2

January 6, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2791, Mill Creek-Miller Flat Section of the Burn Springs Highway, F-309 (2), to the Adler Construction Company, Contractors, from December 1, 1946, to May 30, 1947.

Due to various shortages during the summer, the contractor was forced to delay final finishing until late fall. Because of heavy rains and night frosts, it was practically impossible to do the finishing work, and it is very probable that this work cannot be completed until next spring.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

RECEIVED
DEC 4 1946
FOR FILING

F-309 (2)

December 3, 1946

Adler Construction Co.
3416 West Smith St.
Seattle 99, Washington

Gentlemen:

The State Highway Commission, at its meeting on November 25, granted you the extension of time requested, from October 31, 1946 to November 30, 1946, without penalty, in connection with contract No. 2791 covering grading of the Mill Creek-Miller Flat Section of the Warm Springs Highway in Jefferson and Wasco Counties.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HDC/v

cc - Wm. E. Chandler
Division Engineer

RECEIVED
OCT 30 1946
FOR FILING

F-309-2

October 28, 1946

Mr. H. H. Lynch
Division Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2791, Mill Creek-Miller Flat Section of the Mann Springs Highway, F-309 (2), to the Adler Construction Company, from October 31, 1946, to November 30, 1946.

The contractor encountered more solid rock in shallow cut sections than was anticipated, and was unable to secure sufficient number of skilled jackhammer operators, and also due to inability to secure sufficient dynamite, he has been unable to complete the contract within the time limit.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. C. Smith

RECEIVED
JUL 1946
FOR FILING

F 309 (2)

Division 8

July 3, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

References is made to the plans for the Mill Creek Arch, Oregon Project F-309(2). We note that the hand holes in column cover plate are in general three times as long as they are wide. The 1944 A.A.S.H.O. and your 1946 specification requires that hand holes be not over twice as long as wide. We note that you have complied with the requirements in the design of the Fuller and Ojalla bridges.

While the ratio of 3:1 as used on the Mill Creek Bridge is probably not sufficiently great to result in any serious structural weakness, there is apparently no special reason why the 2:1 ratio would not be equally satisfactory. We would prefer to comply with accepted specifications unless there is some good reason for doing otherwise. Your comments on this detail are requested.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
State Highway Engineer

Original sent to Salem

INDUSTRIAL ACCIDENT COMMISSION

INTER-OFFICE MEMO

To H. B. Glaisyer

From: L. H. White

Date: 7-1-46

RECEIVED
FILING

F-309(2)

Re: Adler Construction Company

Confirming our telephone conversation of today, this is to inform you that the Adler Construction Company recalled the rejection of the workmen's compensation law Saturday, June 29. Therefore, their coverage under the law will be continuous as if no rejection notice had been filed.

Hazel Shultz

NOTED
H. B. GLAISYER

REFERRED TO
Mr. Baldock
BY SECRETARY
to note

REFERRED TO
[illegible]
By Chief Engineer

RECEIVED
JUL 2 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 2 1946
FOR FILING

F 309-2

ADLER CONSTRUCTION CO.

GENERAL CONTRACTORS
3416 WEST SMITH STREET
P. O. BOX 1917
SEATTLE, 11, WASHINGTON

June 28, 1946

Oregon State Highway Commission
319 State Office Building
Salem, Oregon

Gentlemen: RE: Contract 2791

Enclosed is the original copy of monthly estimate #1 on Contract No. 2791, properly executed by Harold C. Adler as partner of the Adler Construction Co..

We have opened a field office at Redmond, Oregon to handle the accounting, etc. of the contract in question; therefore, we hereby request that the correspondence and all estimates, as well as the estimate vouchers or checks be sent directly to our field office address, which is L-Rancho Court, Redmond, Oregon.

Please change all of your records accordingly. Thank you for your cooperation.

Very truly yours,

ADLER CONSTRUCTION CO.

Harold C. Adler

Harold C. Adler

HCA/h
Redmond
encl.-1

NOTED
JUL -1 46

NOTED
JUL 1 1946

RECEIVED
MAY 28 1946
FOR FILING

F 3c 1-2

Division 6

May 24, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our attention has been called to a minor discrepancy on sheet 8314, plan for the Mill Creek Bridge, Oregon F-309(2). It is in respect to the cross frame at columns L4 and L14. On sheet 8313 the thickness is shown 3/8" and on 8314 as 5/16". The 5/16" is in agreement with other details. Please furnish us five prints of the revised drawing, reduced size.

Very truly yours,

T. H. DAVIS
District Engineer

Original sent to Peterson

F 309-2

RECEIVED
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(105)

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

A. N. WILLIAMS, CHAIRMAN OF THE BOARD — JOSEPH L. EGAN, PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PR268 18/17=WUX PORTLAND ORG 24 459P 1946 MAY 24 PM 6 08

R H BALDOCK=

STATE HIGHWAY ENGINEER

REYOURTEL MILL CREEK BRIDGE OREGON F-309/2/ WILL NOT CONCUR AWARD ACCOUNT EXCESSIVE BID PRICES FOR STRUCTURAL STEEL=

T M DAVID.

RECEIVED
MAY 27 1946
FOR FILING

F-309/2/.

NOTED
State Highway Engineer

No. 9122 rec

To adsl

Time Delivered 6:35

By fb To Be delivered

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CREEK BRIDGE. TELEGRAM FROM [illegible]

R. L. Baldock

WU TELEGRAM

8:43 Am

RECEIVED
MAY 27 1946
FOR FILING

Sender's name and address
(For reference only)

Sender's telephone number

RECEIVED
MAY 27 1946
FOR FILING

NOTED
G.S. PAXSON

RECEIVED
MAY 21 1946
OREGON STATE HIGHWAY COMMISSION

F-309/2/. PRA.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CONFIRMATION

F 207-2
RECEIVED
MAY 24 1946
FOR FILING

--VIA WESTERN UNION--

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
PORTLAND, OREGON
MAY 21, 1946

R. H. Baldock
State Highway Engineer
Salem, Oregon

WE ARE ADVISED CONCURRENCE IN AWARD ORDERED F-309(2), MILL CREEK BRIDGE, WARM SPRINGS HIGHWAY, SHOULD BE DENIED ACCOUNT EXCESSIVE BID PRICES FOR STRUCTURAL STEEL.

Canfield

NOTED
State Highway Engineer

RECEIVED
MAY 22 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 16 1946
FOR FILING
F 209-2

May 10, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 7, 1946, on Contract No. 2791, Mill Creek-Miller Flat Section, in connection with Federal Aid Project No. F-309 (2), in Jefferson and Wasco Counties.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS

RECEIVED
APR 30 1946
FOR FILING

F309(2)

April 27, 1946

Adler Construction Company
P. O. Box 1429
Medford, Oregon

Gentlemen:

Receipt is acknowledged of your letter dated April 24, concerning the affidavit and pay roll transcript to be used in connection with contract No. 2791.

Enclosed is a copy of pay roll Form 176-(REV), the affidavit referred to is printed on the reverse side. Form No. 13093 is similar to Form 176-REV. Either form may be used and both are carried in stock by Daily Journal of Commerce, 711 S.W. 14th Avenue, Portland, Oregon.

We are also enclosing a sample copy of a completed pay roll which may be of some assistance to you in preparing your transcripts.

Very truly yours,

R. H. Baldock
State Highway Engineer

MCW:GS
Encl.

NE ALDER 3450

ADLER CONSTRUCTION CO.

GENERAL CONTRACTORS

3416 WEST SMITH STREET

P. O. BOX 1917

SEATTLE, 11, WASHINGTON

April 24, 1946

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Contract #2791

The "special provisions" of contract #2791 provide that affidavits and payroll transcripts shall be filed with the State resident engineer.

The above forms are referred to as State forms identical with Form PRA 176 (rev.)

If possible, please forward us a sample copy of each of the forms. It is quite possible that the Daily Journal of Commerce Form #13093, which we have used on various occasions, complies with your regulations.

Please address communication regarding the above to our field office at P. O. Box 1429, Medford, Oregon.

Very truly yours,

ADLER CONSTRUCTION CO.

Harold C. Adler

Harold C. Adler

answered 4/27/46

HCA/h
Mdfd.offc.

RECEIVED
APR 2 [illegible]
ORE
STATE HIGHWAY [illegible]SSION

RECEIVED
FOR FILING
F309(2)

April 27, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

We have your letter of April 25th concerning the eligibility of the Ramona Junction-Lebert Project, F - 320 (2), and the Warm Springs Highway Project, F - 309 (2), for increased rates of federal cooperation by reason of the projects being within Indian Reservations.

As our scheduled programs of federal aid projects will utilize all available federal aid funds without application of increased rates on these projects, the State would gain nothing by the increases. You are therefore advised that the projects mentioned will be continued on the normal 62½ - 37½ basis of cooperation.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:HD

...NA
...EGON
WASHINGTON

FOR FILING

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT OFFICE~~
Division 8

Court
Fed aid
Programs + Projects

April 25, 1946.

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our conversation on April 23, 1946, relative to the eligibility of 100 per cent Federal Aid funds on portions of Oregon Projects F-320(2), Mazama Junction - Lobert Section, and F-309(2), Warm Springs Highway, as provided for by the Act approved February 20, 1931.

Since both of these projects traverse Indian Reservations, apparently portions would be eligible for 100 per cent Federal Aid. It should be acknowledged that the difficulty of establishing the particular tracts on which the 100% funds may be paid is sometimes difficult of determination when the project traverses intermittent sections of patented and non-patented lands, and that considerable work is involved in this determination.

However, as pointed out in our conversation, if any appreciable amount of funds are transferred to these two projects, it will undoubtedly mean the elimination of one or more projects from the 1946 program. If you wish to continue the present percentage set up on these two projects, we would appreciate advice to that effect.

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED
APR 2 ; 1946
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Project

RECEIVED
APR 24 1946
FOR FILING
F309(2)

April 23, 1946

Adler Construction Co.
P. O. Box 1429
Medford, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2791 which was awarded to you on April 4, 1946, by the State Highway Commission covering grading on the Mill Creek-Miller Flat Section of the Warm Springs Highway. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Gleiger
Secretary

cc: Adler Construction Co.,
3416 West Smith St.
Seattle 99, Wn.

Sent by Express 4-23-46
Recorded

...LING
F 309(2) .3
NOTED

Division 8

February 8, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to plans which you submitted for the Mill Creek Arch, Oregon F-309(2).

The checking of these plans has not been done in this office because of the urgency of other projects which take precedence over it, and inasmuch as readvertising has been deferred.

Pending completion of our check we are transmitting for your consideration comments listed below, which we have received regarding this project.

"Windstresses. It is noted that the top lateral system is too light to transmit the windstresses on the side area of the floor system and on the live load to the pier columns. It has therefore arbitrarily been assumed that the wind load on the side area of the floor system is transmitted through the column cross-bracing to the arch rib, (About 1/2 of the total wind on the roadway and live load), and that the wind on the live load is transmitted to the pier columns jointly by the lateral system and the concrete floor slab, which is placed monolithically between expansion joints. The combined unit stresses caused by DL+LL+I+Wind in the arch rib are within the permissible limits.

Temperature stresses have not been indicated on the drawings nor computed in this office. By comparison with other 2 hinged arches it is known that temperature stresses in an arch with a ratio of rise to span length of 1/3 will be small in relation to other stresses. It is believed that the combined stresses will be well within the permissible unit stresses increased by 25 percent.

Original referred
to Parson

R. H. Baldock

February 8, 1946

The column sway bracing is shown composed of two angles 3" x 2 1/2" x 5/16". Where the unsupported lengths of these members exceed 19'6", the vertical leg should preferably be increased to 3 1/2" to keep within the specification limits of tension members for l/r.

Your attention is called to a discrepancy in the plans. On drawing 8313, the bracing for the columns 14 and 114 is shown as two angles 3" x 2 1/2" x 5/16" with batten plates. On drawing 8314, these members are shown as two angles 3 x 2 1/2 x 3/8 riveted back to back. The vertical leg should preferably be increased to 3 1/2" to keep within specifications limits of compression members for l/r.

Very truly yours,

T. M. Davis
District Engineer

RBM po

F 309-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
DEC 2 1945
FOR FILING

December 13, 1945.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

State Highway Engineer
CJ LON

Dear Sir:

This will confirm our verbal concurrence today in the action of the Highway Commission in rejecting, as excessive, all bids submitted for construction of Oregon Project F-309(2), the Mill Creek Bridge, Warm Springs Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 2 1945
OREG.
STATE HIGHWAY COMMISSION

Copies sent to Project

M. P. CORNELIUS
PRESIDENT

RECEIVED
APR 1 [illegible] 1946
FOR FILING

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

F 302-2

L. G. GREWE, MANAGER

CHICAGO

NORTHWEST BRANCH OFFICE
1120—1411 - 4TH AVE. BLDG.
SEATTLE, WASHINGTON
TELEPHONE MAIN 7410

WARNER M. BRUCE, MANAGER
SURETY DEPARTMENT

April 12, 1946

Mr. Parker H. Lyman
Wilcox Building
Portland, Oregon

Dear Parker:

Re: Contract #2791
Adler Construction Co.
Oregon State Highway

We enclose quadruplicate copies of Adler Construction Company's contract No.2791 with the Oregon State Highway Commission, which was awarded to them on April 4,1946. The bonds have been executed. Kindly countersign all copies of the bond and forward all four copies of the contract and the bond to the Oregon State Highway Commission, Salem, Oregon, sending copy of your letter of transmittal to Adler Construction Company, P.O. Box 1429, Medford, Oregon, and to our office.

Very truly yours,

Warner M. Bruce

WMB:EMB

Manager Surety Department

Encs.

Enclosures under separate cover
(4 packages)

RECEIVED
APR 15 1946
OREGON
STATE HIGHWAY COMMISSION

April 12, 1946

Mr. Harold C. Adler
Adler Construction Co.
P.O. Box 1429
Medford, Oregon

Re: Contract No.2791
Oregon State Highway

Dear Harold:

We have your letter of April 10th, with enclosures. Since the Attorney General for the State of Oregon has ruled that all partners must sign contracts and bonds with the State of Oregon, we have arranged to call upon your father at his Tacoma address and have him sign all copies of the contract and bond which you enclosed.

It is also necessary that all State Highway bonds be countersigned by an Oregon agent. We are, therefore, forwarding the executed copies to our Portland representative, Parker H. Lyman, with instructions to countersign as agent and forward to the State Highway Commission at Salem, sending you copy of his letter of transmission. We enclose a copy of our letter to Mr. Lyman.

We enclose application which has been signed by your father. Will you kindly sign the same and return it to us.

We assume that when the contract has been signed by the State that we will be furnished with a copy for our records.

Yours very truly,

Herman M. Bruce

Manager Surety Department

WMB:EMB
Encls.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

E 309 - 2

RECEIVED
APR 13 1946
FOR FILING

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 12, 1946

H 2791

—State Industrial Accident Commission

Building

Gentlemen:

We have your letter of the 11th regarding C. J. Eldon, the Adler Construction Company, and Curtis Gravel Company, who were successful bidders on three projects recently awarded by the State Highway Commission.

We note that C. J. Eldon is in good standing with your Commission, but that Adler Construction Company has rejected the Workmen's Compensation Act, and Curtis Gravel Company has never been registered with you.

We will call this matter to the attention of Adler Construction Company and Curtis Gravel Company and request that they shall carry on their work in accordance with the terms of the Workmen's Compensation Act as is required in the general provisions of the contract which they signed.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

REigs

RECEIVED
APR 9 1946
FOR FILING

F 309-2

April 8, 1946

Miller Construction Co.
P. O. Box 1429
Medford, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2791, which was awarded to you by the State Highway Commission on April 4, 1946, covering grading on the Mill Creek-Miller Flat Section of the Warm Springs Highway, in Jefferson and Wasco Counties.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done, a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

sent by express 4-8-46

RECEIVED
APR 8 1946
FOR FILING

F 309-2

April 6, 1946

Adler Construction Company
3416 W. Smith Street
Seattle 99, Washington

Gentlemen:

The State Highway Commission on April 4, 1946, awarded you the contract for grading on the Mill Creek-Miller Flat Section of the Warm Springs Highway, in Jefferson and Wasco Counties. This award was based on your low bid of $109,767, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc - Mr. S. E Probert
Mr. G. S. Paxson

RECEIVED
APR 10 1946
FOR FILING

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

F 309-2

April 4, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the award of contract on Oregon Federal Aid Project F-309(2), the Mill Creek-Miller Flat Section of the Warm Springs Highway, to the Adler Construction Company, Seattle, Washington, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
APR 9 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 2 1946
FOR FILING

F 309-2

March 26, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Mill Creek-Miller Flat Section, Project No. F-309 (2), in which estimate the unit price for the item of "General Excavation" has been increased slightly to that shown in the estimate submitted previously.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

RECEIVED
MAR 12 1946
FOR FILING

F 309-2

291

March 9, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Mill Creek-Miller Flat Section, Project No. F-309 (2).

Six bid proposals and six blue line prints each of plan sheets numbers 1, 2 and 3 are being sent under separate cover, which papers have been revised because of minor changes in the work to be performed on the portion of the project previously improved under Project No. F. A. 309 (1).

No landscaping work is planned for this project at this time for the reason that it is first-stage construction of a unit of an incomplete highway. Upon completion of the highway, it is planned to do such landscaping work as climatic conditions will permit. It is contemplated this work will consist mainly of a more or less general seeding of roadbed slopes with suitable grasses and possibly the group planting of native shrubs and trees at some points where such plantings can be used effectively.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

RECEIVED
DEC 22 1
FOR FILING
F 309(2)

May 7, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications and five copies of estimate based on 1940 unit prices for the Mill Creek Bridge, Project No. F-309 (2).

Subsequent and more detailed study of costs for structural steel for this type of structure indicates both the 1940 and 1946 unit prices for this item in the estimates submitted previously to have been too low and in the enclosed estimates the unit prices have been revised accordingly.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

MILL CREEK BRIDGE ON THE

WARM SPRINGS HIGHWAY IN BACON COUNTY

PROJECT NO. F-309 (2)

(Estimated Cost of Project Based on 1940 Unit Prices)

400	cu. yds.	Structural Excavation	$ 7.00	$ 2,800.00
700	cu. yds.	Class "A" Concrete	25.00	17,500.00
128,000	lbs.	Metal Reinforcement	.055	7,040.00
1,260,000	lbs.	Structural Steel	.105	132,300.00
1,100	lin. ft.	Metal Handrail	6.50	7,150.00
				$166,790.00

MILL CREEK BRIDGE

PROJECT NO. F-309 (2)

(Explanation of 1940 Unit Prices for Major Items)

Structural Excavation

All excavation is in solid rock, which will require extreme care in shooting to not disturb the original rock in the footings.

Concrete

Haul on aggregates and cement is approximately 17 miles. It is also difficult to get water to the job. Unit price is based on similar work in 1940.

Structural Steel

Due to the type of structure, fabrication and erection by high line and tie back method is more expensive than low truss and beam spans erected on false work. The unit price for this latter type of work in 1940 was approximately $0.07½ per pound. In data submitted approximately a month ago, the 1940 unit price for structural steel was given as $0.09½ per pound. Subsequent study has indicated the additional cost of fabrication and erection of this type of structure is approximately $0.03 per pound instead of $0.02 previously estimated. Accordingly, the unit cost used in the attached estimate is $0.10½ per pound.

MONTANA
OREGON

RECEIVED
DEC 22 1948
FOR FILING
F 309(2)

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

May 1, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to authorize your readvertising for bids on the Mill Creek Bridge on Oregon Project No. F-309(2), the Mill Creek - Miller Flat Section of the Warm Springs Highway.

The revised proposal submitted with your letter of April 22 has today been recommended for approval.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
MAY 3 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
F 309(2)

MILL CREEK BRIDGE ON THE

WARM SPRINGS HIGHWAY IN WASCO COUNTY

PROJECT NO. F-309 (2)

(Estimated Cost of Project Based on 1940 Unit Prices)

400	cu. yds.	Structural Excavation	$ 7.00	$ 2,800.00	
700	cu. yds.	Class "A" Concrete	25.00	17,500.00	
128,000	lbs.	Metal Reinforcement	.055	7,040.00	
1,260,000	lbs.	Structural Steel	.105 ~~.095~~	~~119,700.00~~	132,300.00
1,100	lin. ft.	Metal Handrail	6.50	7,150.00	
				~~$154,190.00~~	
				166790.00	

Oregon State Highway Department

Federal Aid Project
No. F-309 (2)

MILL CREEK-MILLER FLAT SECTION OF THE

WARM SPRINGS HIGHWAY IN WASCO AND JEFFERSON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 7, 1946

Roadway (Sta. 789+00 to 800+00) (Sta. 811+20 to 815+65)
(Sta. 847+00 to 852+00) (Sta. 906+00 to 908+00)
(Sta. 965+50 to 1323+50)

All Required		Clearing and Grubbing		$ 3,500.00
370	cu. yds.	Structural Excavation, Unclassified	$3.00	1,110.00
370	cu. yds.	Trench Excavation, Unclassified	2.50	925.00
121,000	cu. yds.	General Excavation, Unclassified	.60	72,600.00
349,000	yd. stns.	Short Overhaul	.02	6,980.00
3,000	C-yd. stns.	Long Overhaul	.50	1,500.00
7.10	miles	Finishing Roadbed and Slopes	500.00	3,550.00
70	lin. ft.	12" Corr. Metal Pipe	2.00	140.00
1,470	lin. ft.	18" Corr. Metal Pipe	3.00	4,410.00
80	lin. ft.	24" Corr. Metal Pipe	5.00	400.00
250	lin. ft.	84" Corr. Metal Pipe, Uncoated	30.00	7,500.00
		Subtotal		$102,615.00
		10% Engr. & Cont.		10,261.50
		Total		$112,876.50

Hill Creek Bridge (Sta. 971+25 to 976+65)

400	cu. yds.	Structural Excavation	$10.00	$ 4,000.00
700	cu. yds.	Class "A" Concrete	42.00	29,400.00
128,000	lbs.	Metal Reinforcement	.07	8,960.00
1,260,000	lbs.	Structural Steel	.17	214,200.00
1,100	lin. ft.	Metal Handrail	8.00	8,800.00
		Subtotal		$265,360.00
		10% Engr. & Cont.		26,536.00
		Total		$291,896.00

Length of Roadway	7.104 miles
Length of Bridge	.102 mile
Total Length	7.206 miles
Cost per mile, Roadway	$15,889.14

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$112,876.50	$ 54,936.00	$ 57,940.50
Structure	291,896.00	142,064.00	149,832.00
	$404,772.50	$197,000.00	$207,772.00

Oregon State Highway Department

Federal Aid Project
No. F-309 (2)

MILL CREEK-MILLER FLAT SECTION OF THE

WARM SPRINGS HIGHWAY IN WASCO AND JEFFERSON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 25, 1946

Roadway (Sta. 789+00 to 800+00)(Sta. 811+20 to 815+65)
(Sta. 847+00 to 858+00)(Sta. 906+00 to 908+00)
(Sta. 966+50 to 1323+50)

All Required		Clearing and Grubbing		$ 3,500.00
370	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,110.00
370	cu. yds.	Trench Excavation, Unclassified	2.50	925.00
121,000	cu. yds.	General Excavation, Unclassified	.60	72,600.00
349,000	yd. sta.	Short Overhaul	.02	6,980.00
3,000	C-yd. sta.	Long Overhaul	.50	1,500.00
7.10	miles	Finishing Roadbed and Slopes	500.00	3,550.00
70	lin. ft.	12" Corr. Metal Pipe	2.00	140.00
1,470	lin. ft.	18" Corr. Metal Pipe	3.00	4,410.00
80	lin. ft.	24" Corr. Metal Pipe	5.00	400.00
250	lin. ft.	84" Corr. Metal Pipe, Uncoated	30.00	7,500.00
		Subtotal		$102,615.00
		10% Engr. & Cont.		10,261.50
		Total		$112,876.50

Mill Creek Bridge (Sta. 971+25 to 976+65)

400	cu. yds.	Structural Excavation	$ 10.00	$ 4,000.00	
700	cu. yds.	Class "A" Concrete	42.00	29,400.00	
128,000	lbs.	Metal Reinforcement	.07	8,960.00	
1,260,000	lbs.	Structural Steel	.17 ~~.14~~	~~176,400.00~~	214200.00
1,100	lin. ft.	Metal Handrail	8.00	8,800.00	
		Subtotal		~~$227,560.00~~	265,360 =
		10% Engr. & Cont.		~~22,756.00~~	26536.00
		Total		~~$250,316.00~~	291,896.00

Length of Roadway	7.104 miles
Length of Bridge	.102 mile
Total Length	7.206 miles
Cost per mile, Roadway	$15,889.14

SUMMARY OF FUNDS

Item	Total Cost		Federal Aid Funds		State Funds	
Roadway Structure	$112,876.50 ~~250,316.00~~	291896.00	$ ~~61,225.00~~ ~~135,774.00~~	57936.00 142,064.00	$ ~~51,650.50~~ ~~114,542.00~~	57940.50 149832.00
	~~$363,192.50~~ 404772.50		$197,000.00		~~$166,192.50~~	207,772.00

Oregon State Highway Department

Federal Aid Project
No. F-309 (2)

MILL CREEK-MILLER FLAT SECTION OF THE BEND SPRINGS HIGHWAY IN WASCO AND JEFFERSON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 7, 1946

Roadway (Sta. 789+00 to 800+00)(Sta. 811+20 to 815+65)(Sta. 847+00 to 852+00)(Sta. 906+00 to 908+00)(Sta. 985+50 to 1323+50)

All Required		Clearing and Grubbing		$ 3,500.00
370	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,110.00
370	cu. yds.	Trench Excavation, Unclassified	2.50	925.00
121,000	cu. yds.	General Excavation, Unclassified	.55	66,550.00
349,000	yd. stns.	Short Overhaul	.02	6,980.00
3,000	C-yd. stns.	Long Overhaul	.50	1,500.00
7.10	miles	Finishing Roadbed and Slopes	500.00	3,550.00
70	lin. ft.	12" Corr. Metal Pipe	2.00	140.00
1,470	lin. ft.	18" Corr. Metal Pipe	3.00	4,410.00
80	lin. ft.	24" Corr. Metal Pipe	5.00	400.00
250	lin. ft.	84" Corr. Metal Pipe, Uncoated	30.00	7,500.00
		Subtotal		$ 96,565.00
		10% Engr. & Cont.		9,656.50
		Total		$106,221.50

Mill Creek Bridge (Sta. 971+25 to 976+65)

400	cu. yds.	Structural Excavation	$ 10.00	$ 4,000.00
700	cu. yds.	Class "A" Concrete	42.00	29,400.00
128,000	lbs.	Metal Reinforcement	.07	8,960.00
1,260,000	lbs.	Structural Steel	.14	176,400.00
1,100	lin. ft.	Metal Handrail	8.00	8,800.00
		Subtotal		$227,560.00
		10% Engr. & Cont.		22,756.00
		Total		$250,316.00

Length of Roadway	7.104 miles
Length of Bridge	.102 mile
Total Length	7.206 miles
Cost per mile, Roadway	$14,952.35

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$106,221.50	$ 58,691.00	$ 47,530.50
Structure	250,316.00	138,309.00	112,007.00
	$356,537.50	$197,000.00	$159,537.50

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract #2748 Ends with: Contract #2791

Continued from 42

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 43 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 14 day of July, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Gayla Canaliere